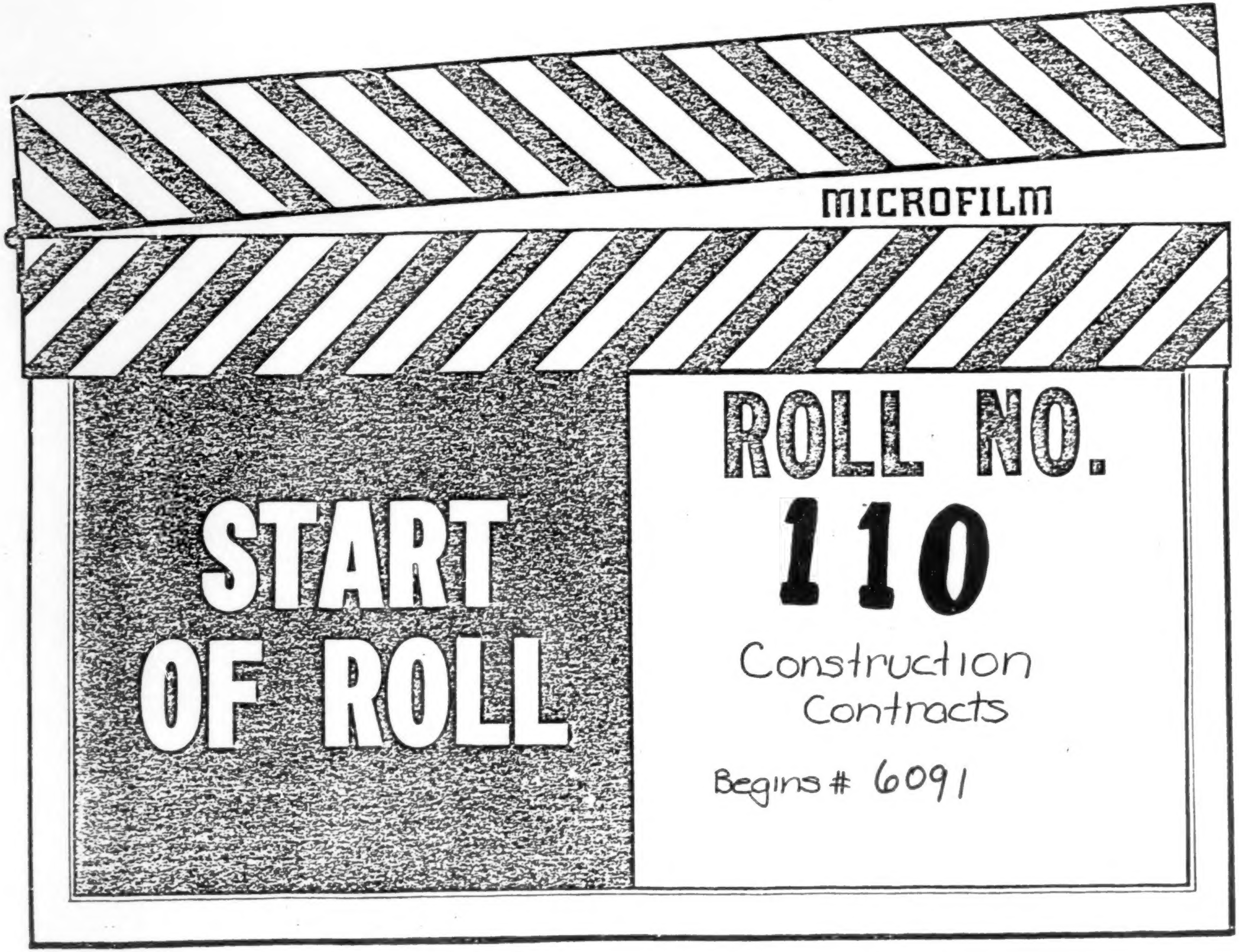

START OF ROLL

ROLL NO. 110

Construction Contracts

Begins # 6091

I-5-1(36) Rock Pt.-Seven Oaks Sec., 1962
36 Pacific Hwy., Seven Oaks RR O'Xing
#6091 & Widening Frontage Rd. O'Xing

Agreements
R-562

FEB 3 - 1964

FOR FILING

[illegible]

6091

January 31, 1964

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

On September 16, 1963, we wrote to you concerning release of final payment on contract #6091, awarded to Peter Kiewit Sons' Co., for the 7 Oaks RR Overcrossing & Frontage Road Overcrossing widening on the Rock Point-Seven Oaks Section of Pacific Highway in Jackson County.

Final payment on this contract is $11,333.65 and the total contract amount is $146,505.12, including $205.75 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
711 E. Main
Medford, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
NOV 22 1963

FOR FILING
I-5-1(30)36

6091

Salem, Oregon
Nov. 21, 1963

Contract No. 6091
Peter Kiewit Sons' Co.
Seven Oaks RR O'crossing &
frontage road o'crossing widening.
Rock Point-Seven Oaks Section

Mr. Ted Litchfield
Utilities Liaison Engineer
Construction Division
Salem

Attached are the original and one copy of Aetna Casualty and Surety Certificate No. 41 AL 1400 SR, expiring 12-1-64, which covers the above contract.

We assume you will write the railroad company as usual.

A copy is being retained in this office for our insurance file.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. R. L. Porter
fp

RECEIVED
SEP 17 1963

FOR FILING

I-5-1(36)36

6091

September 16, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6091 awarded to Peter Kiewit Sons' Co., for the Seven Oaks RR Overcrossing and Frontage Road Overcrossing widening on the Rock Point-Seven Oaks Section of Pacific Highway in Jackson County, was completed August 20, 1963, and accepted by the Highway Commission on September 13, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before September 23, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Peter Kiewit Sons' Co.,
711 E. Main
Medford, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
SEP 17 1963

FOR FILING

I-5-1(36)36

6091

September 16, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6091 awarded to Peter Kiewit Sons' Co., for the Seven Oaks RR Overcrossing and Frontage Road Overcrossing widening on the Rock Point-Seven Oaks Section of Pacific Highway in Jackson County, was completed August 20, 1963, and accepted by the Highway Commission on September 13, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before September 23, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Peter Kiewit Sons' Co.,
711 E. Main
Medford, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
SEP 16 1963

FOR FILING

I-5-1(36)36

6091

September 13, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed August 20 on Contract 6091. The contract was with Peter Kiewit Sons' Company for work on the Rock Point-Seven Oaks Section structures on the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 13, 1963, and that you concur in this procedure at the Commission meeting on October 10.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

RECEIVED
JAN 7 1964
FOR FILING

I-5-1(36)36

6091

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12, 1963

SUBJECT:

To:

P. M. Stephenson
Assistant State Highway Engineer

Peter Kiewit Sons' Co. has completed work on Contract No. 6091, Rock Point-Seven Oaks Section structures on the Pacific Highway in Jackson County on August 20, 1963. This contract is ready for acceptance by the Commission.

This is a Federal Aid Interstate project. The Bureau of Public Roads has inspected the contract work and advises that they are accepting that part of the project as complete.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

IDM:al

RECEIVED
SEP 13 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 15 1963

FOR FILING

I-5-1 (36) 36

6091

May 15, 1963

Farwest Steel Co.
P. O. Box 632
Eugene, Oregon

Attention: Mr. Phil Pynes

Gentlemen:

Peter Kiewit Sons' Contract No. 5831 was approximately 99 percent complete as of April 10, 1963. Anticipated date of completion is May 20, 1963, and the amount retained as of April 10 was $151,623.64.

Contract No. 6091 was approximately 95 percent complete as of December 10, 1962. Completion date awaits the advent of sufficient good weather to complete the finishing. The amount retained was $11,125.88 as of December 10.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

RECEIVED
FEB 5 - 1963

FOR FILING

1 - 1 (36)

8-871

February 5, 1963

Farwest Steel Company
P. O. Box 632
Eugene, Oregon

Attention: Mr. Burke

Gentlemen:

In compliance with your recent telephone request, we are furnishing you with the following information concerning the two Peter Kiewit Sons' Company contracts:

Contract No. 5831
Grading, paving, structures and signing on
Seven Oaks-Jackson Street Section of Pacific
Highway in Jackson County

Paid to date $2,911,894.14
Retainage $ 151,623.64

Approximately 99% complete as of February 1
Anticipated completion date is March 1, 1963

Contract No. 6091
Seven Oaks Railroad Overcrossing and Frontage
Road Overcrossing widening on Rock Point-Seven
Oaks Section of Pacific Highway in Jackson County

Paid to date $135,171.47
Retainage $ 11,125.88

Approximately 98% complete as of February 1
Anticipated completion date is May 1, 1963

We hope this will give you the necessary information concerning these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

Doug Parkes— 2/1/63
4:30 p.m.

Please give us info — re — the following Peter Kiewit Sons Contracts.

#5831 — Jackson Co. (Seven Oaks—Jackson St.)

To: 1-10-63
(Vou-1-31-63)

Pd. to date # 3,911,894.14

Retainage # 151,623.64

Approx 99% 2-1-63 — March 1st

#6091 — Jackson Co. (Rock Point—7 Oaks)

To 1-10-63
(Vou. 1-31-63)

(3rd.) Paid to date # 135,171.47

Retainage # 11,125.88

98% - 2-1-63

May 1st

Cec Head

Tel-call from Mr. Burke, 2/1/63
C.H.

RECEIVED
JAN [illegible] 1963

FROM THE DESK OF
MARK O. HATFIELD
FOR FILING

I-5-1 (36) 3G

Dear Victor:

Many thanks for the pictures! This was a most significant event for the people of the State of Oregon, and I am only glad it was possible for me to have a part in the ceremonies. I appreciate all you folks did in making this possible for me and for providing me with a copy of the pictures taken during the dedication program.

MOH

NOTED
V D WOLFE

January 15, 1963

NOTED
FORREST COOPER

RECEIVED
JAN 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 10 1963
FOR FILING

6091

PROGRAM

INVOCATION:

*Reverend George R. Bolster, Rector
St. Marks Episcopal Church - Medford

OPENING REMARKS:

*Chairman Glenn L. Jackson

INTRODUCTION OF DIGNITARIES:

*Chairman Glenn L. Jackson

*Kenneth N. Fridley - Member, State Highway Commission

*David B. Simpson - Member, State Highway Commission

*Forrest Cooper - State Highway Engineer

Highway Interim Committee:

Representative Norman R. Howard, Chairman - Portland

Senator Melvin Goode, Vice Chairman - Albany

Representative Robert L. Elfstrom, Secretary - Salem

Senator Anthony Yturri - Ontario

Senator Walter J. Pearson - Portland

Representative Bill Bradley - Gresham

Representative W. O. (Bunn) Kelsay - Roseburg

Other Legislators (and Representatives-elect):

*Senator L. W. Newbry - Ashland

*Senator E. D. Potts - Grants Pass

*Representative Sidney Bazett - Grants Pass

*Representative John R. Dellenback - Medford

*Representative (and Congressman-elect) Robert B. Duncan

*Representative-elect Edward Branchfield - Medford

*Representative-elect James A. Redden - Medford

Bureau of Public Roads:

*Baird French - Regional Engineer, Bureau of Public Roads, Portland

*A. W. Parsons - Division Engineer, Bureau of Public Roads, Salem

Jackson County Court (Medford):

*(County Judge Earl M. Miller
(
*(County Commissioner Chester H. Wendt
(
*(County Commissioner Edwin H. Taylor

*Commissioner-elect Donald E. Faber
(replacing Commissioner Chester H. Wendt)

Josephine County Board of County Commissioners (Grants Pass):

*(Chairman B. E. Davidson
(
*(Commissioner Louis D. Ringuette
(
*(Commissioner Donald G. McGregor

Mayors and Other City Officials:

*Mayor John W. Snider - Medford

*City Manager Robert A. Duff - Medford

*City Engineer Vernon R. Thorpe - Medford

Mayor Charles B. Gill, Jr. - Grants Pass

*Mayor Richard L. Neill - Ashland

*Mayor Freeman W. Mason - Central Point

*Mayor Milton Steinmetz - Gold Hill

*Mayor (Miss) Faye Carver - Phoenix

*Mayor Larry Sheehan - Rogue River

Mayor Wayne Reichstein - Talent

Chambers of Commerce:

*President Murray Gardiner
Jackson County Chamber of Commerce - Medford

*C. A. Hubbard, Chairman
Medford Chamber of Commerce Highway Committee - Medford

*President James Basker
Chamber of Commerce - Grants Pass

*President R. S. Niquette
Chamber of Commerce - Rogue River

*President Bill Patton
Ashland Chamber of Commerce - Ashland
(Also General Manager, Oregon Shakespearean Festival Assn.)

*President Dick Abbott
Gold Hill Chamber of Commerce - Gold Hill

*Miss Martha Louise Wyatt, "Miss Oregon", - Jacksonville

*Miss Joan Callaghan, "Sportsfair Queen", - Eagle Point

REMARKS:

*Mayor John W. Snider (representing the cities)

REMARKS:

*Murray Gardiner (representing the civic groups)

REMARKS:

*Baird French (representing the Bureau of Public Roads)

ADDRESS:

*Governor Mark O. Hatfield

RIBBON-CUTTING:

Governor Mark O. Hatfield (assisted by the two queens)

* Those who have acknowledged and will be present

MEDFORD CHAMBER OF CO ERCE
TELEPHONE SPRING 2-6293 • MEDFORD, OREGON

TO: Victor D. Wolfe:

Enclosed is the list of dignitaries for the dedication ceremony of the freeway section through Medford.

Although Glenn Jackson's name is not on the list we assume he will receive an invitation.

Don McNeil, Manager

RECEIVED
NOV 27 1962
OREGON
STATE HIGHWAY COMMISSION

OFFICIALS

Jackson County

Earl Miller, Judge
County Court
Court House
Medford, Oregon

Chet Wendt, Commissioner
County Court
Court House
Medford, Oregon

Ed Taylor, Commissioner
County Court
Court House
Medford, Oregon

Josephine County

Louis Ringuette, Commissioner
Court of Commissioners
Court House
Grants Pass, Oregon

Bruce Davidson, Commissioner
Court of Commissioners
Court House
Grants Pass, Oregon

State

L. W. Newbry
State Senator
P. O. Box 106
Ashland, Oregon

John R. Dellenback
State Representative
257 Windsor Avenue
Medford, Oregon

Robert B. Duncan
State Representative
1500 Terrace Drive
Medford, Oregon

State

E. D. Potts, Senator
754 N. E. Madrone
Grants Pass, Oregon

Sidney Bazett, Representative
2209 Scoville Road
Grants Pass

City

John Snider, Mayor
City of Medford, Oregon

Robert A. Duff ✓
City Manager
City Hall
Medford, Oregon

Vernon R. Thorpe ✓
Engineer
City Hall
Medford, Oregon

Charles B. Gill, Jr. Mayor ✓
City of Grants Pass
Grants Pass, Oregon

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NOV 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

City cont'd

Councilmen

Fred E. Robinson
Robinson Bros.
114 East Main
Medford, Oregon

Wm. A. Singler
Singler Auto Supply
220 East Jackson
Medford, Oregon

Donald Hansen
DeForest & Hansen
Franklin Building
Medford, Oregon

Al Bradford
Saylor's Barber Shop
36 South Central
Medford, Oregon

Robert L. Baccus
747 West Jackson Blvd.
Medford, Oregon

Robert L. Van Sickle
53 Myers Court
Medford, Oregon

Stanby Stark
Stark Finance Co.
2739 North Pacific Highway
Medford, Oregon

James Dunlevy
Rogue Valley Country Club
P. O. Box 427
Medford, Oregon

Charles P. Champlin
Chief of Police
City Hall
Medford, Oregon

Chambers of Commerce - cont'd

R. S. Niquette, President
Chamber of Commerce
120½ Main - Drawer G
Rogue River, Oregon

Murray Gardiner, President
Medford Chamber of Commerce
California Pacific Utilities
P. O. Box 1148
Medford, Oregon

Don McNeil, Manager
Medford Chamber of Commerce
304 South Central
Medford, Oregon

Jack McMahon, Manager
Chamber of Commerce
Grants Pass, Oregon

James Basker, President
Chamber of Commerce
752 S. W. 6th
Grants Pass, Oregon

C. A. Hubbard
Hubbard Bros.
P. O. Box 1347
Medford, Oregon
(Chairman of the
Medford Chamber of Commerce
Highway Committee

Other communities

Richard L. Neill, Mayor ✓
City of Ashland
Ashland, Oregon

Elga Abbott, Mayor
City of Butte Falls
Butte Falls, Oregon

Freeman W. Mason, Mayor ✓
City of Central Point
Central Point, Oregon

Ed Putman, Mayor
City of Eagle Point
Eagle Point, Oregon

Milton Steinmetz, Mayor ✓
City of Gold Hill
Gold Hill, Oregon

Faye Carver, Mayor ✓
City of Phoenix
Phoenix, Oregon

Larry Sheehan, Mayor ✓
City of Rogue River
Rogue River, Oregon

Wayne Reichstein, Mayor ✓
City of Talent
Talent, Oregon

CHAMBERS OF COMMERCE

Velma Jones, Manager
Ashland Chamber of Commerce
Ashland, Oregon

Bill Patton, President ✓ ✓
Ashland, Oregon
c/o Ashland Chamber of Commerce

Dick Abbott, President ✓ ✓
Chamber of Commerce
Gold Hill, Oregon

RECEIVED
JAN 8 1963

FOR FILING

[illegible]

6091

January 8, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Enclosed are three sets of dedication pictures taken by our staff photographers at the recent dedication ceremony in Medford. Please forward two sets on to your Regional Office.

If additional sets are necessary, we will be happy to furnish same.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:hlb
Encl.

cc Forrest Cooper
R. L. Porter

Oregon State Highway
Photo# 901-5
TRAVEL DIVISION

Governor Mark O. Hatfield

Oregon State Highway

Photo# 901-6

TRAVEL DIVISION

Left to right:
    Miss Martha Louise Wyatt, "Miss Oregon"
    Governor Mark O. Hatfield
    Miss Joan Callaghan, "Sportsfair Queen"

E39-2

Oregon State Highway
Photo= 901-7
TRAVEL DIVISION

Left to right:
Chairman Glenn L. Jackson, Oregon State Highway Commission
Miss Joan Callaghan, "Sportsfair Queen"
Miss Martha Louise Wyatt, "Miss Oregon"
Governor Mark O. Hatfield

Oregon State Highway
Photo# 901-4
TRAVEL DIVISION

Mr. Baird M. French, Regional Engineer, Bureau of Public Roads - Portland

Oregon State Highway
Photo 901-[illegible]-3
TRAVEL DIVISION

Mr. Murray Gardiner, President, Jackson County Chamber of Commerce

Oregon State Highway
Photo 901-2
TRAVEL DIVISION

Mayor John W. Snider - Medford

Oregon State Highway
Photo 901-1
TRAVEL DIVISION

Chairman Glenn L. Jackson, Oregon State Highway Commission

RECEIVED
DEC [illegible] 1962
FOR FILE
6091

December 18, 1962

NOTICE

The luncheon scheduled Thursday, December 20, prior to the dedication of the viaduct through Medford, has been relocated.

In our previous letter we stated that it would be held at 12 noon in the Rogue Valley Country Club. Due to space limitations a change was necessary. This luncheon will now be held in the banquet room at North's Chuck Wagon, 1016 North Riverside, 12 noon.

Thank you.

MEDFORD CHAMBER OF
COMMERCE
Highway Committee

C. A. Hubbard
C. A. Hubbard, Chairman

NOTED
W. D. WOLFE

RECEIVED
DEC 20 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 28 1962

FOR FILING

T-521.(11)32

6091

9RSM

RSB PMT 164 12-17-62 . 9:4/// 9:50 -.

L R CHANDLER

VICTOR WOLFE OUT OF TOWN UNTIL THIS AFTERNOON THIRT-SIX PERSONS HAVE INDICATED THEY WILL BE PRESENT AT THE DEDICATION, THESE TO BE ON THE STAND.

MAGDALENE
JM 4.

NOTED
V. D. WOLFE

RECEIVED
DEC 28 1962

FOR FILING

[illegible]
6091

9RSM

RSB PMT 164 12-17-62 . 9:4/// 9:50 -.

L R CHANDLER

VICTOR WOLFE OUT OF TOWN UNTIL THIS AFTERNOON THIRT-SIX PERSONS HAVE INDICATED THEY WILL BE PRESENT AT THE DEDICATION, THESE TO BE ON THE STAND.

MAGDALENE
JM 4.

NOTED
V. D. WOLFE

PMT RSB 191 12-17-62 9A

PLEASE RELAY TO VICTOR WOLFE

CAN YOU TELL ME HOW MANY PEOPLE YOU EXPECT FOR THE OPENING OF THE FREEWAY IN MEDFORD THURSDAY, THAT IS, THOSE TO BE ON THE STAND?

REPLY REQUESTED

0
L R CHANDLER
DS 03.

I answered this
mc.

36

NOTED
V. D. WOLFE

FORM E-123X 30M 8-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

7 - [illegible]

6671

December 17, 1962

Southern Pacific Railroad Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Hilborn
Superintendent

Re: Rock Point-Seven Oaks Section
Oregon Contracts 5961 and 6671

Gentlemen:

I am enclosing original of Aetna Casualty and Surety Company's insurance covering Railroad Protective Liability Policy No. 41 PS40730. This policy is furnished by Peter Kiewit Sons' Company in answer to the insurance requirements contained in the two contracts named above, and as a replacement for Liberty Mutual Insurance, which has been cancelled by the contractor.

The contractor's insurance agent has furnished us with a certificate of insurance covering the contractor's protective liability and property damage insurance, but we find this certificate to be in error and have called the contractor's insurance agent to submit a corrected certificate. This will be forwarded to you as soon as it is received in this office.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:vt
Attachment

cc: F. D. Morgan
L. R. Chandler
G. S. Paxson

RECEIVED
DEC 18 1962
[illegible]
[illegible] HIGHWAY ENGINEER

RECEIVED
DEC 21 1962

6091

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT

OMAHA OFFICE

SUITE 400, KIEWIT PLAZA
3555 FARNAM STREET
OMAHA 31, NEB.
345-1929

12-17-62

Mr. Forest Cooper, Engineer
Department of Highways
State of Oregon
Highway Office Building
Salem, Oregon

Attn: Mr. G. S. Paxson

Re; Peter Kiewit Sons' Co.
Federal Aid Project No. 1-5-1(36)
36, Rock Point Seven Oaks, Contract
No. 6091 and Contract No. 5961, Rock
Point Seven Oaks Section, Jackson
County, Oregon

Dear Mr. Paxson:

Thankyou for your telephone call. Attached are two copies of the revised Certificate of Insurance for Peter Kiewit Sons' Co., Comprehensive General and Comprehensive Automobile Liability Insurance.

Very truly yours,

Supt. of Underwriting

cc: Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

cc: Mr. Lyle Leach
Peter Kiewit Sons' Co.
P.O. Box 177
Vancouver, Washihgton

cc: Southern Pacific Company
65 Market Street
San Francisco, California

RRB:jb

orig to Hardner
with attachments
12-21-62

RECEIVED
DEC 19 1962
OREGON
STATE HIGHWAY COMMISSION

9

RECEIVED
DEC 18 1962
FOR FILING

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6091

December 17, 1962

AEtna Casualty and Surety Company
Suite 400, Kiewit Plaza
3555 Farnam Street
Omaha 31, Nebraska

Attention: Mr. Richard R. Beck
Supt. of Underwriting

Re: Peter Kiewit Sons's Co. Insurance

Gentlemen:

In accordance with your telephone conversation with Mr. Paxson of this department, I am returning the certificate covering Peter Kiewit Sons' Company, Policy No. 41 AL 1400 SR.

Please forward us two (2) copies of the corrected certificate at the earliest practical date.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:vt
Attachment

cc: G. S. Paxson ✓

RECEIVED
DEC 18 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

6091

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 14, 1962

Attention: Mr. Victor D. Wolfe, Administrative Asst.

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Dedication Ceremony

Your letter dated November 29, 1962 advises that the Oregon State Highway Commission will dedicate the 15.36-mile Rock Point-Barnett Road Section of Interstate 5 and that the dedication ceremony will be held at 2 p.m. on December 20.

I accept with pleasure the Highway Commission's invitation to be present at the dedication ceremony. It is understood that the ceremony is to be held at a site approximately 1,000 feet northerly of the Barnett Road Interchange.

RECEIVED
DEC 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
V. D. WOLFE

RECEIVED
DEC 13 1962
FOR FILING

[illegible]

[illegible]

December 12, 1962

Mr. Glenn L. Jackson, Chairman
State Highway Commission
c/o Pacific Power and Light Company
216 West Main
Medford, Oregon

Dear Mr. Jackson:

Enclosed is a suggested Program for the dedication ceremonies for the Rock Point-Barnett Road Section of Interstate 5. Enclosed also is a copy of information furnished to Governor Hatfield to be used in the preparation of his address.

The following additonal facts might be of use to you in your opening remarks:

> Jumpoff Joe Creek-Grants Pass Section, 9 miles in length, was completed in November 1958 at a cost of $3,200,000.
>
> Grants Pass-Evans Creek Section, 9 miles in length, was completed in June 1962 at a cost of $6,400,000.
>
> Evans Creek-Rock Point Section, 6 1/2 miles in length, was completed in December 1961 at a cost of $5,000,000.
>
> Rock Point-Barnett Road Section, 16 miles in length, was completed at an estimated cost of $10,500,000.
>
> Under construction and scheduled to be completed in September 1963 is the 15-mile section from Barnett Road to South Ashland, estimated to cost $13,000,000. This is the first continuously reinforced concrete pavement constructed in Oregon. The only joints in the pavement are at the ends of bridges.
>
> Scheduled for contracting early next year is the 4-mile South Ashland-Wall Creek Section, estimated to cost some $4,000,000. Completion is expected late in 1964. This

is the section which is on the Commission Agenda of December 20 for survey approval with authorization to start right-of-way negotiations.

It might be worthy to note that the route of Interstate 5 constructed and under construction was adopted after careful investigation of many routes and many conferences with local government representatives. As you know, the route selected was the one which did the least amount of damage to the fruit industry of the Rogue River Valley.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

Enclosures

cc Forrest Cooper
G. S. Paxson
R. L. Porter
Victor D. Wolfe

VDW:me bbc

Ken - Pick up?
[illegible]

PROGRAM

Music -

INVOCATION:

*Reverend George R. Bolster, Rector
St. Marks Episcopal Church - Medford

OPENING REMARKS:

*Chairman Glenn L. Jackson

INTRODUCTION OF DIGNITARIES:

*Chairman Glenn L. Jackson

*Kenneth N. Fridley - Member, State Highway Commission

*David B. Simpson - Member, State Highway Commission

* Forrest Cooper - State Highway Engineer

W L Porter

Highway Interim Committee:

~~Representative~~ Norman R. Howard, Chairman - Portland

~~Senator Me~~lvin Goode, Vice Chairman - Albany

Representative Robert L. Elfstrom, Secretary - Salem

~~Senator~~ Anthony Yturri - Ontario

Senator Walter J. Pearson - Portland

~~Representative~~ Bill Bradley - Gresham

~~Representative~~ W. O. (Bunn) Kelsay - Roseburg

NOTED
FORREST COOPER

Other Legislators (and Representatives-elect):

*Senator L. W. Newbry - Ashland

*Senator E. D. Potts - Grants Pass

*Representative Sidney Bazett - Grants Pass

*Representative John R. Dellenback - Medford

Representative (and Congressman-elect) Robert B. Duncan

*Representative-elect Edward Branchfield - Medford

*Representative-elect James A. Redden - Medford

Bureau of Public Roads:

*Baird French - Regional Engineer, Bureau of Public Roads, Portland

*A. W. Parsons - Division Engineer, Bureau of Public Roads, Salem

Jackson County Court (Medford):

*(County Judge Earl M. Miller
(
*(County Commissioner Chester H. Wendt
(
*(County Commissioner Edwin H. Taylor

*Commissioner-elect Donald E. Faber
(replacing Commissioner Chester H. Wendt)

Josephine County Board of County Commissioners (Grants Pass):

*(Chairman B. E. Davidson
(
*(Commissioner Louis D. Ringuette
(
*(Commissioner Donald G. McGregor

Mayors and Other City Officials:

*Mayor John W. Snider - Medford

*City Manager Robert A. Duff - Medford

*City Engineer Vernon R. Thorpe - Medford

Mayor Charles B. Gill, Jr. - Grants Pass

*Mayor Richard L. Neill - Ashland

*Mayor Freeman W. Mason - Central Point

*Mayor Milton Steinmetz - Gold Hill

*Mayor (Miss) Faye Carver - Phoenix

Mayor Larry Sheehan - Rogue River

Mayor Wayne Reichstein - Talent

Chambers of Commerce:

*President Murray Gardiner
Jackson County Chamber of Commerce - Medford

*C. A. Hubbard, Chairman
Medford Chamber of Commerce Highway Committee - Medford

*President James Basker
Chamber of Commerce - Grants Pass

*President R. S. Niquette
Chamber of Commerce - Rogue River

*President Bill Patton
Ashland Chamber of Commerce - Ashland
(Also General Manager, Oregon Shakespearean Festival Assn.)

*President Dick Abbott
Gold Hill Chamber of Commerce - Gold Hill

*Miss Martha Louise Wyatt, "Miss Oregon", - Jacksonville

*Miss Joan Callaghan, "Sportsfair Queen", - Eagle Point

Release

REMARKS:

*Mayor John W. Snider (representing the cities)

REMARKS:

*Murray Gardiner (representing the civic groups)

REMARKS:

*Baird French (representing the Bureau of Public Roads)

ADDRESS:

*Governor Mark O. Hatfield

RIBBON-CUTTING:

Governor Mark O. Hatfield (assisted by the two queens)

* Those who have acknowledged and will be present

RECEIVED
DEC 18 1962
FOR FILING

I-5-1 ([illegible])

6691

December 12, 1962

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem 10, Oregon

Re: Dedication, Rock Point-
Barnett Road Section,
Interstate 5

Dear Governor Hatfield:

The following pertinent facts are delivered to you for your information pertaining to the official dedication of the Rock Point-Barnett Road Section of Interstate 5 at Medford December 20:

The dedication ceremonies are to start promptly at 2 p.m. Glenn L. Jackson, Chairman of the State Highway Commission, will be Master of Ceremonies.

We are attaching, for your information, a copy of the program which also shows those persons who have been invited to share the stage with you to be introduced. Those who have indicated they will be present are indicated by an asterisk.

As you know, the dedication ceremony will be preceded by a luncheon at the Country Club, where you and your party and the Highway Commission and its staff will be guests of the Medford Chamber of Commerce.

Following the cutting of the ribbon, there will be a parade over the new portion of freeway. Leading the parade will be a group of "old-timer" automobiles. The Medford Chamber of Commerce has asked that you honor it by riding in the lead car of this group of automobiles. You will be assisted in the actual ribbon cutting by Miss Martha Louise Wyatt, "Miss Oregon" of 1962; and, we hope, Miss Joan Callaghan, 1962 "Sportsfair Queen".

As the program indicates, there will be brief remarks by Mayor John W. Snider, representing the cities; President Murray Gardiner of the Medford Chamber of Commerce representing all civic groups; and brief remarks by Baird French, Regional Engineer representing the Bureau of Public Roads. These gentlemen have been asked to keep their remarks brief so that adequate time will be available for your address.

The section which you are dedicating, Rock Point-Barnett Road, is 16 miles in length. While there is no saving in distance of the new route over the existing facility, the travel time and safety produced by the construction of this new facility will be of tremendous value to the motoring public. As you know, there is an average of only 0.99 accidents per million vehicle miles on the interstate system as against 5.46 accidents per million vehicle miles on the balance of the system.

This particular section of freeway will also show another great benefit to the Rogue Valley area by decreasing traffic on the street system of Medford. This section is also unique in that it is the only portion of the freeway system which traverses the heart of a city outside of the Portland metropolitan area. The interchanges at Barnett Road and Crater Lake Highway will give adequate ingress and egress to and from the heart of Medford. The long structure through the park area of Medford, 3,200 feet in length, is the longest structure of its type in Oregon.

With the opening of this section of highway, Interstate 5 is now completed from Jumpoff Joe Creek at the southerly foot of Sexton Mountain to Barnett Road, for a total continuous section 40 miles in length. Thus this becomes the second longest section of completed freeway in the state. This 40-mile section is three miles shorter than the old route and will save the through motorist some 22 minutes of driving time.

The cost of the Rock Point to Barnett Road Section is estimated at $10,500,000. Total cost of the 40-mile section is estimated to be $25,000,000. This cost will be repaid to the motorist many times over during the years to come.

If there is any additional information we can furnish you, we will be most happy to do so.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

Attachment
cc Forrest Cooper
G. S. Paxson
R. L. Porter
Victor D. Wolfe
Glenn L. Jackson

VDW:me bbc

RECEIVED
DEC 11 1962
FOR FILING
6691

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1962

SUBJECT:

To:

MEMORANDUM TO THE FILES

The following information was given to Office Engineering on December 5, 1962, to be used as part of a report requested by Mr. V. D. Wolfe for the dedication ceremonies in late December, 1962.

> Via the Pacific Highway on new alignment from M. P. 251.36 a point on the centerline about 150' south of Sexton Mountain Loop Road, to Barnett Road Interchange thence via Atkins Avenue in Medford to Stewart Avenue at the south city limits of Medford is a distance of 40.20 miles.
>
> From M. P. 251.36 via Highways 1, 25, 60, and 63 to Stewart Avenue at the south city limits of Medford is a distance of 43.24 miles

Savings in distance is 3.04 miles

Travel time on new route is 38 minutes
Travel time on old route is 60 minutes

Savings in travel time is 22 minutes

Travel times were checked by G. L. Stein, Economics Investigation Engineer.

Jim Owens
Jim C. Owens
Mileage Control Supervisor

JCO:dk
bc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
DEC 10 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 7 1962
FOR FILING

6091

Salem, Oregon
December 6, 1962

Rock Point-Barnett Road
Dedication

Mr. V. D. Wolfe
Administrative Assistant

OFFICE

Rock Point to Barnett Road is 16 miles. There is no saving in distance. Travel time, however, is reduced 5 minutes. Cost of this section is $10,500,000.

The freeway now completed from Jumpoff Joe Creek to Barnett Road in Medford is 40 miles. This is three miles shorter than the old route. Saving in driving time is 22 minutes. Cost is estimated to be $25,000,000.

Jumpoff Joe Creek-Grants Pass, 9 miles, was completed November, 1958, cost $3,200,000.

Grants Pass-Evans Creek, 9 miles, was completed June, 1962, cost $6,400,000.

Evans Creek-Rock Point, 6½ miles, was completed December, 1961, cost $5,000,000.

Under construction and scheduled to be completed in September, 1963, is the 15-mile section from Barnett Road to South Ashland, estimated to cost $13,000,000.

Scheduled for contracting early next year is the 4-mile South Ashland-Wall Creek Section, estimated to cost some $4,000,000. Completion is expected late in 1964.

L. H. Young
Office Engineer

RA:mmb

FORM E-90 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 30, 1962

SUBJECT: Rock Point-Barnett Road Dedication

To: Mr. L. H. Young
Office Engineer
Department

Will you please have prepared a fact sheet which we can use to forward information to both Governor Hatfield and Chairman Jackson on the Interstate Highway in the Medford area.

I think this sheet should cover the total distance of freeway from the foot of Sexton Mountain to Barnett Road, with costs by jobs and total cost; saving in mileage; saving in driving time; and any other pertinent data. For Mr. Jackson's benefit, it might be well to indicate the distance and estimated costs for the completion of ~~this~~ the section on to the connection with the existing highway at Misteltoe.

Victor D. Wolfe
Victor D. Wolfe
Administrative Assistant

VDW:me

Date Start
Expected Completion date to S. Ashland.
Resume of jobs let contracted
completed
Time & Distance saving
S Ashland ~~Mistletoe~~ to Wall Cr. to be let in
Jan. Completion date from [illegible].

Dovick

December 6, 1962

Mr. Don McNeil, Manager
Medford Chamber of Commerce
Medford, Oregon

Dear Mr. McNeil:

Reference your letter of December 4 raising certain questions re freeway dedication December 20. Mr. Warne Nunn advises Governor Hatfield and his party will not object to riding in the lead car of the group of old-timer cars.

The luncheon invitation to Governor Hatfield and his party should be directly from your group.

It is not necessary for you to extend individual luncheon invitations to the Highway Commission and its staff. We would be most happy to accept this letter of December 4 as adequate luncheon invitation.

There will be present representing the Highway Commission and its staff Mr. Glenn L. Jackson, Mr. Kenneth Fridley, and Mr. David B. Simpson, and 20 members of the Commission's staff headed by Forrest Cooper, State Highway Engineer.

Also present at the Commission meeting will be Mr. Baird M. French, Regional Engineer of the Bureau of Public Roads, and Mr. A. W. Parsons, Division Engineer of the Bureau of Public Roads. I assume that you would wish to extend invitations to these two gentlemen also. I will be most happy to do this in your behalf if you will so advise. You may, however, extend invitations directly to them at the following addresses:

Mr. Baird M. Brench
Regional Engineer
Bureau of Public Roads
740 Morgan Building
Portland 5, Oregon

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

cc Forrest Cooper
G. S. Paxson
R. L. Porter

VDW:hlb

RECEIVED
DEC 11 1962
FOR FILING

6691

FORM E-20X—[illegible]—11-61—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
December 3, 1962

To: MEMORANDUM TO THE FILES

SUBJECT: Mileages and Travel Time Rock Point Interchange to Stewart Avenue in Medford

The following information requested by Mr. Roy Alvick of Office Engineering for use in a publicity release by Public Relations was submitted this date.

From: Rock Point Interchange (Uxing of Highway No. 60)
To: Stewart Avenue in Medford

Distance via Freeway is 16.69 miles
Distance via Rogue Valley Highway is 16.24 miles
Plus mileage via Freeway is 0.45 mile

Travel time via Freeway is 16 minutes
Travel time via Rogue Valley Highway is 21 minutes

The travel times were computed by Mr. G. L. Stein, Economic Investigations Engineer.

James C. Owens
Mileage Control Supervisor

JCO:mp
cc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
DEC 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
November 30, 1962

Rock Point-Barnett Road
Dedication

Mr. L. H. Young
Office Engineer
Department

Will you please have prepared a fact sheet which we can use to forward information to both Governor Hatfield and Chairman Jackson on the Interstate Highway in the Medford area.

I think this sheet should cover the total distance of freeway from the foot of Sexton Mountain to Barnett Road, with costs by jobs and total cost; saving in mileage; saving in driving time; and any other pertinent data. For Mr. Jackson's benefit, it might be well to indicate the distance and estimated costs for the completion of this section on to the connection with the existing highway at Misteltoe.

Victor D. Wolfe
Administrative Assistant

VDW:me

November 30, 1962

Miss Martha Louise Wyatt
"Miss Oregon"
408 S. 4th Street
Jacksonville, Oregon

(Same letter to Miss Joanne Callaghan
"Miss Sportsfair"
124 S. B
Eagle Point, Oregon)

Dear Miss Wyatt:

It is with great pride that the Oregon State Highway Commission prepares to dedicate the 15.36-mile Rock Point-Barnett Road Section of Interstate 5. This spectacular section is the major step in the completion of Interstate 5 from just south of Sexton Mountain to the southerly environs of Medford. It will provide a continuous freeway 40 miles in length, making it the second longest freeway section in Oregon.

The opening of this section of highway will be of great benefit to the motoring public in the Medford-Grants Pass area and will do much to relieve the present congestion in the business streets of Medford.

The Highway Commission extends an invitation to you to be present at this dedication ceremony to assist in the ribbon-cutting ceremonies. The time established for the ceremony is December 20, at 2 p.m. The site of the dedication is approximately 1,000 feet northerly of the Barnett Road Interchange.

I would appreciate it if you could advise whether or not you will be able to be present.

Sincerely yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:me

cc Forrest Cooper

RECEIVED
NOV 30 1962
FOR FILING

6641

November 29, 1962

Mr. B. M. French
Regional Engineer
Bureau of Public Roads
Room 740, Morgan Building
720 S. W. Washington Street
Portland 5, Oregon

Dear Mr. French:

It is with great pride that the Oregon State Highway Commission prepares to dedicate the 15.36-mile Rock Point-Barnett Road Section of Interstate 5. This spectacular section is the major step in the completion of Interstate 5 from just south of Sexton Mountain to the southerly environs of Medford. It will provide a continuous freeway 40 miles in length, making it the second longest freeway section in Oregon.

The opening of this section of highway will be of great benefit to the motoring public in the Medford-Grants Pass area and will do much to relieve the present congestion in the business streets of Medford.

The Highway Commission extends an invitation to you to be present at this dedication ceremony. The time established for the ceremony is December 20, at 2 p.m. The site of the dedication ceremony is approximately 1,000 feet northerly of the Barnett Road Interchange.

I would appreciate it if you could advise as to whether or not you will be able to be present, so that we may allot five to seven minutes time to you for appropriate remarks.

You are also cordially invited to be present at the Commission meeting from 9 to 12 noon of the same date at the Jackson County Courthouse.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. Glenn L. Jackson
Mr. G. S. Paxson
Mr. Victor D. Wolfe

VDW:me bbc

RECEIVED
NOV 28 1962
FOR FILING

6091

Salem, Oregon
Nov. 27, 1962

Contract Nos. 5756, 5973, 6091, & 6186
Peter Kiewit Sons' Co.

Mr. C. A. Gardner
Bridge Division
Salem

Attached for processing and approval are copies of The Aetna Casualty and Surety Company's Certificate of Insurance No. 41 AL 1400 SR, expiring 12-1-63, which covers the above contracts.

This insurance replaces the coverage by the Liberty Mutual Insurance Company, which was cancelled December 1, 1962.

We would appreciate having copies for our insurance file.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson
fp

November 27, 1962

Hon. Earl M. Miller
County Judge of Jackson County
Medford, Oregon

Mr. Chester H. Wendt
County Commissioner of Jackson County
Medford, Oregon

Mr. Edwin H. Taylor
County Commissioner of Jackson County
Medford, Oregon

(This letter sent also to Board of
County Commissioners of Josephine
County and to Commissioner-elect
Donald E. Faber)

1415 Hazel.
Central Point

(See attached sheet)

Gentlemen:

It is with great pride that the Oregon State Highway Commission prepares to dedicate the 15.36-mile Rock Point-Barnett Road Section of Interstate 5. This spectacular section is the major step in the completion of Interstate 5 from just south of Sexton Mountain to the southerly environs of Medford. It will provide a continuous freeway 40 miles in length, making it the second longest freeway section in Oregon.

The opening of this section of highway will be of great benefit to the motoring public in the Medford-Grants Pass area and will do much to relieve the present congestion in the business streets of Medford.

The Highway Commission extends an invitation to you to be present at this dedication ceremony. The time established for the ceremony is December 20, at 2 p.m. The site of the dedication ceremony is approximately 1,000 feet northerly of the Barnett Road Interchange.

I would appreciate it if you could advise whether or not you will be able to be present, so that you may be properly introduced.

Sincerely yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:me

cc Forrest Cooper

Attached letter also sent to the following:

Bureau of Public Roads:

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Chambers of Commerce:

Mr. Murray Gardiner, President
Jackson County Chamber of Commerce
Medford, Oregon

Mr. James Basker, President
Chamber of Commerce
752 S. W. 6th
Grants Pass, Oregon

Mr. R. S. Niquette, President
Chamber of Commerce
120-1/2 Main - Drawer G
Rogue River, Oregon

Mr. C. A. Hubbard, Chairman
Medford Chamber of Commerce Highway Committee
Hubbard Bros.
P. O. Box 1347
Medford, Oregon

Mr. Bill Patton, President
Ashland Chamber of Commerce
Ashland, Oregon

Mr. Dick Abbott, President
Chamber of Commerce
Gold Hill, Oregon

Mayors:

Hon. John W. Snider, Mayor
Medford, Oregon

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Mr. Vernon R. Thorpe
City Engineer
City Hall
Medford, Oregon

Hon. Charles B. Gill, Jr.
Mayor of Grants Pass
Grants Pass, Oregon

Hon. Richard L. Neill, Mayor
City of Ashland
Ashland, Oregon

Hon. Freeman W. Mason, Mayor
City of Central Point
Central Point, Oregon

Hon. Milton Steinmetz, Mayor
City of Gold Hill
Gold Hill, Oregon

Hon. Faye Carver, Mayor
City of Phoenix
Phoenix, Oregon

Hon. Larry Sheehan, Mayor
City of Rogue River
Rogue River, Oregon

Hon. Wayne Reichstein, Mayor
City of Talent
Talent, Oregon

RECEIVED
[illegible] 1962

6091

Salem, Oregon
Nov. 26, 1962

Mr. C. A. Gardner
Bridge Division
Salem

Contract Nos. 6156, 6091, 5756
Peter Kiewit Sons' Co.

Attached are letters from the Liberty Mutual Insurance Company, Omaha, Nebraska, stating that the following policies on the above contracts have been cancelled as of December 1, 1962, and that the Aetna Casualty Insurance Company is affording coverage:

LR1-641-00[illegible]
LR1-641-00[illegible]
LR1-641-00[illegible]
LR1-641-[illegible]
LR1-641-00[illegible]
LS1-641-00[illegible]

We would appreciate having [illegible] copies for our insurance file.

Lloyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson
fp

RECEIVED
JAN 22 1963

FOR FILING

I-5 [illegible]

6091

Salem, Oregon
November 19, 1962

Rock Point-Barnett Road
Dedication

MEMORANDUM TO FORREST COOPER:

On November 14, Mr. Chandler and I met with members of the Medford Chamber of Commerce, Mayor Snider, and Vernon Thorpe to discuss the details of the dedication of subject section of Interstate 5. When Mr. Chandler and I arrived, the subject had been under discussion for some period of time.

Chamber of Commerce members briefed me after we were seated as to their plans for this ribbon-cutting ceremony. In simplified version, they were simply going to rush out, cut a ribbon, and go home. They are, however, very agreeable, and will co-operate in turning out the people for a full-fledged dedication ceremony.

Mayor Snider will speak representing the local governments, and President Murray Gardiner of the Medford Chamber of Commerce will speak representing the local civic groups. I am assured that the Medford girl who was chosen and is "Miss Oregon" and the Crater Lions' "Miss Sportsfair" will be available to assist in the actual ribbon cutting.

The local people will have a caravan of old and modern vehicles. After an on-the-ground inspection, a site was chosen some 1,000 feet to 1,500 feet northerly of the Barnett Road Interchange. This site was chosen for two reasons. Reason No. 1: It lends itself to the handling of traffic without any confusion. No. 2: It has the most pleasing landscape background.

It is planned that upon completion of the ceremony the group will caravan to the Crater Lake Interchange and perhaps reverse and come back to the Barnett Road Interchange. We have been assured that the city police will co-operate in any manner necessary. The only person who was hesitant in his offered co-operation was the weatherman, who was unwilling to guarantee sunshine.

We are inviting the legislators of both Jackson and Josephine Counties--those presently legislators, those reelected, and the two representatives-elect. We are also inviting the two county courts, mayors of the Cities of Ashland and Grants Pass, and all in-between.

We are inviting the Presidents of the civic groups of the same communities.

I will at a later date furnish you with a list of all those invited to participate, as well as fact sheets for Governor Hatfield, or his representative, and Mr. Jackson.

I left with the feeling that the Highway Commission and staff may be invited to a dinner and/or "something" the night of December 19. This was not actually stated to me.

Victor D. Wolfe
Administrative Assistant

VDW:me

I-5-1(22)31

6091

Rock Point-Seven Oaks - November 22
except Seven Oaks Railroad overcrossing which will be December 21

Seven Oaks-Medford viaduct - December 21

FORM E 30 30M 6 61 36881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 15, 1962

SUBJECT: Proposed Opening of
Interstate 5
Rock Point to Barnett Road

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Att: F. B. Klaboe

Confirming our telephone conversation of Friday, October 12, I am forwarding herewith data concerning the proposed opening of I5 from Rock Point to Barnett Road.

Commencing with the Rock Point-Seven Oaks project, the paving has been completed with the exception of the bridge ends at the north slope of Blackwell Hill and the Southern Pacific Railroad crossing. It is anticipated that the structure at the Blackwell Hill will be completed by November 22 and the railroad overcrossing on December 21. As soon as possible, we will pave the approaches to the railroad overcrossing but will be unable to do any paving work on the other structure until it is completed. Therefore, the controlling date on this section is December 21.

On the Seven Oaks-Medford Viaduct Section, we have completed all paving work with the exception of the replacement of two panels of PCC concrete at the most northerly Bear Creek crossing on the northbound lane. As soon as weather permits, these panels will be poured. It is anticipated that they will be cured by November 21 and the project completed in its entirety. The Bridge Resident advises us that the Medford Viaduct will be completed by December 21.

On the 12th Street-North Ashland Section, the contractor has completed the PCC paving on the northbound lane from the middle Bear Creek crossing to the Medford Viaduct and has proceeded south from the Medford Viaduct past the gore point of the southbound off-leg at Barnett Interchange. In order to bring this section to completion to allow traffic as far as the Barnett Interchange, we will have to rock and pave the shoulders and complete AC paving of the interchange legs. Weather permitting, we hope to have this portion completed by December 1.

to Cooper
Send cc to Porter,
to Wolfe

FBK

CONSTRUCTION DIVISION
RECEIVED
OCT 16 1962
NOTED [illegible]

Att: F. B. Klaboe

In conclusion, the railroad overcrossing and the Medford Viaduct are the controlling features of any proposed opening date. Therefore, the earliest opening date that we can have is December 21.

J F Putnam
J. F. Putnam
Asst. Division Engineer

JFP:ds

RECEIVED
NOV 7 1962
FOR FILING

Salem, Oregon
Nov. 5, 1962

Peter Kiewit Sons' Co.
Contract Nos. 5736,5973,5961,6091, 6136

Mr. C. A. Gardner
Bridge Division
Salem

Attached for processing and approval are copies of Liberty Mutual Insurance Company Renewal Certificates, expiring 12-1-63, covering the above contracts:

Renewal Certificate LR1-641-004388-272 TO 73:

1. Contract #5736 - N. Page St.-S.E.Main St. Unit, East Bank Freeway.
2. Contract #5973 - Williams Ave. Structure, East Bank Freeway.
3. Contract #5961 - Rock Point-Seven Oaks Section, Pacific Highway.

Contract No. 5736:

LR1-641-004388-822 - OWRR&N and U.P., assured.
LR1-004388-832 - S.P. Co., assured.

Contract No. 6091 - (Seven Oaks RR O'crossing & frontage road o'crossing widening)

LR1-004341-242 - S. P.Co., assured.

Contract No. 6136 - (Minnesota Freeway Section, Pacific Highway)

LR1-641-004341-712 TO 72 - OWRR&N and U.P., assured.

We assume that you will write the railroad companies, as usual.

We would appreciate receiving the necessary copies for our files.

Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Mr. G. S. Paxson
kp

RECEIVED
16 1962
FOR FILING

6091

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1962

SUBJECT: G-Xing of Public Road - Pux 470
Southern Pacific Company
Jackson County

To: Mr. G. S. Paxson
Deputy State Highway Engineer

BUILDING

Herewith I hand you copy of Order No. 38620 issued by the Public Utility Commissioner under date of September 24, 1962, relative to the above-titled matter.

J. N. Hershberger
J. N. HERSHBERGER
Staff Attorney

JNH:bjk
Attachment
cc: F. D. Morgan
L. R. Chandler

RECEIV
SEP 27 1962
OFFICE
STATE HIGHWAY

Order #38620

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 224

In the matter of the Application of JACKSON COUNTY for authority to construct a railroad-public road grade crossing near mile post 432.8 located in Jackson County in Section 25, Township 38 South, Range 1 West, W.M.	ORDER

The above entitled matter was duly heard on June 26, 1962, at Medford, Oregon, before David E. Bourassa, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Chester H. Wendt, County Commissioner,
Jackson County, Medford, Oregon
In behalf of Jackson County Court

For Respondent:

Kenneth M. Judd, Attorney
Portland, Oregon
In behalf of Southern Pacific Company

For Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon
In behalf of the Public Utility Commissioner

On March 7, 1962, Jackson County by and through its Jackson County Court filed a Petition with the Commissioner pursuant to the provisions of ORS 763.150 for permission to construct a crossing at grade over the tracks and right of way of the Southern Pacific Company at a point approximately 107 feet northwesterly of an existing crossing at mile post 432.8 in Section 25, Township 38 South, Range 1 West, W.M., in Jackson County.

Attached to and made a part of the Petition is a drawing entitled "PLAN AND PROFILE ROAD CROSSING & VICINITY" dated November, 1960.

Notice of the Petition and copies thereof were duly served upon the Respondent and the Oregon State Highway Commission.

On March 16, 1962, the State of Oregon by and through its State Highway Commission filed its Answer with the Commissioner stating that the proposed crossing is not on any public way under its jurisdiction and offered no objection to the issuance of a proper order.

On June 5, 1962, Southern Pacific Company filed its Answer with the Commissioner admitting certain material allegations and denying that the proposed construction would accomplish the purposes for which it was intended. The Answer also affirmatively alleged that the Oregon Public Service Commission Order No. 577 entered in Docket proceeding F-859 dated May 8, 1920, after formal hearing authorized, on the basis of hazard, abandonment of a crossing located at the same site as the crossing proposed herein. This order also authorized a relocation of that crossing to its present site. Respondent further alleged that as the proposed crossing would be at an acute angle and at the identical location as the crossing abandoned pursuant to said P.S.C. Order No. 577, granting the permission as herein requested would permit the recreation of an unsafe, hazardous crossing which would endanger the Respondent and the traveling public and would not be in the public interest. Respondent prayed for denial of the Petition.

The matter was thereafter set down for hearing and notice thereof duly served upon all parties of record.

Evidence was adduced on behalf of Jackson County, Southern Pacific Railroad and the Public Utility Commissioner. The hearing was completed and the matter was submitted for determination. Based upon said evidence and record, it is found that:

Petitioner, Jackson County, is a political subdivision of the State of Oregon having jurisdiction over an existing grade crossing designated as C-432.8 in the Commissioner's Catalog of Railroad Crossings in the State of Oregon and over the crossing at grade as proposed herein.

Petitioner states the reason for the proposed construction of a crossing at grade "to improve the sight distance and ease the gradient for access to a public road now served by a grade crossing located at mile post 432.8 in Jackson County, said new crossing to provide for increased safety at this location."

The present crossing is located at mile post 432.8 and is at right angles. The approach grades do not exceed +10%. The Petitioner proposes to close this crossing for use and construct a new crossing at a point 107 feet northwesterly from the existing crossing. The site of the proposed crossing will be the same as that of a crossing which existed prior to 1920 and which was abolished pursuant to P.S.C. Order No. 577 dated May 8, 1920. That order recites that this prior crossing was, "very hazardous by reason of the fact that the public road approaching the same parallels the railroad and crosses the same in a slanting direction and not at right angles."

Although Petitioner alleges that the within Petition is filed under the provisions of ORS 763.150, it now appears that an existing crossing at grade is proposed to be discontinued in connection with the relocation thereof at grade at a point 107 feet therefrom. It must be and it is herein considered, in view of the facts, that the Petition falls within the scope and purview of ORS 763.030.

The approach grades of approximately +10% of the proposed new crossing and its angle of intersection of approximately 30° measured in the northwest quadrant will be almost the same as those of the prior abolished crossing.

The average annual train movements at the crossing will be four per day. There will be an estimated 30 motor vehicle movements over the crossing each 24 hours. Railroad and vehicular traffic will not be materially different from that which existed in 1920. The proposed safety signalization consisting of the Commissioner's Standard 1R Reflectorized Crossbuck Safety signs will be substantially the same as on the present crossing.

There is no record of any accident occurring at the site of the existing crossing resulting from physical characteristics of the crossing itself or collisions of vehicles and trains.

Expert witnesses of the Respondent and the Commissioner testified that in their opinion the angle of intersection of the proposed crossing was so acute as to require the drivers of all vehicles using the crossing to look sharply over their right shoulder to ascertain the presence of oncoming trains before negotiating the crossing. This factor combined with the steep approach grades indicate a crossing so hazardous as to militate conclusively against its construction.

Petitioner admitted that the proposed crossing does not materially improve sight distances of trains on the track ahead of the approaching driver while at the same time it would practically eliminate easy visibility of trains approaching the crossing from in back of the driver. Petitioner further admits that slight reduction in the approach grades of the proposed crossing as compared to those of the existing crossing, standing alone, are not so substantial as to warrant the proposed change.

A Petitioner requesting permission to construct a railroad crossing is charged with the burden of affirmatively showing by proper evidence and testimony, proof, to the satisfaction of the Commissioner, that such proposed construction is in the public interest. This showing must be particularly convincing to overturn a prior order affecting the same crossing. Mere allegations that the proposed new crossing will afford better sight distances, improved approach grades and increased public safety cannot, standing alone, justify the granting of the authority requested.

The Petitioner has failed to meet the burden of proof required to establish that the granting of the within Petition would be in the public interest. The granting of the permission requested would allow the construction of a crossing at grade at an acute angle of intersection with steep approach gradients hazardous to trains and vehicles which would not be in the public interest but contrary thereto.

From the foregoing it is concluded that the Petition of Jackson County should be denied; it is therefore

ORDERED that the Petition of Jackson County for authority to construct a crossing at grade with the Southern Pacific Company tracks and right of way near mile post 432.8 in Jackson County, Section 25, Township 38 South, Range 1 West, W.M., be and the same is hereby denied; and it is further

ORDERED that the within order shall be effective on the date of execution hereof.

Made and entered this 24th day of September 1962.

Jonel C Hill
Public Utility Commissioner

(SEAL)

6091

September 18, 1962

Peter Kiewit Sons' Company
[illegible]
1000 Kiewit Plaza
Omaha 31, Nebraska

Attention: W. P. McIntyre
Administrative Vice President

Gentlemen:

As requested in your letters dated September 13 future monthly progress payments will be mailed to the above address in Omaha covering Contract Nos. 5714, 5793, 5871, 5961 and 6091.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWM:jf
cc: C. H. Watson
Carl Smith
John Herr

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
One Thousand Kiewit Plaza
Omaha 31, Nebraska

September 13, 1962

Oregon State Highway Department
Salem
Oregon

Re: Contract No. 6091 ✓

Gentlemen:

It is noted that your payments of monthly progress estimates are being mailed to our office at 711 East Main Street, Medford, Oregon.

We ask that all future payments be mailed direct to our home office at 1000 Kiewit Plaza, Omaha 31, Nebraska.

Your cooperation in this matter will be sincerely appreciated.

Very truly yours,

PETER KIEWIT SONS' CO.

By W R McIntyre
W. R. McIntyre
Administrative Vice President

WRM/lp

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FOR FILING

[illegible]

6091

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1962

SUBJECT:

To: MEMO TO FILE

Referring to the matter of dedication of the Interstate Highway from Rock Point, or Seven Oaks, to Barnett Road, I have discussed this with Chairman Jackson and he suggested that the dedication be held about December 1.

Will Mr. Wolfe please take it from here.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc Mr. Glenn L. Jackson

G. S. Paxson
Victor D. Wolfe

RECEIVED
JUL 18 1962

FOR FILING
[illegible]

6091

July 18, 1962

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: Rock Point-Seven Oaks Section
Pacific Highway, Jackson County

Under date of June 21, you requested authority for the additional expenditure of approximately $992 for the installation of two high frequency filters to protect your high speed carrier circuits.

This is to advise that we have received approval from the Bureau of Public Roads to increase the estimated reimbursable cost in this amount.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:mm
bc Mr. Forrest Cooper
Mr. F. B. Klaboe

FORM CD-121
(9-22-59)

UNITED STATES GO RNMENT

Memorandum

U.S. DE TMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

DATE: July 12, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Railroad Work
Southern Pacific Company
Rock Point-Seven Oaks Section
Oregon Project I-5-1(36)36

We acknowledge your letter of June 28, 1962 concerning an increase in cost of $992.00 for the subject company as outlined in your letter and the Railroad Company letter of June 21, 1962.

This confirms our verbal authorization of June 27, 1962 of the cost increase.

7-16-62
Copy to [illegible]
[illegible]

JUL 13 1962
STATE HIGHWAY

RECEIVED
JUN 29 1962
FOR FILING

6091

June 28, 1962

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Re: Rock Point-Seven Oaks Section
Oregon I-5-1(36)36

Under date of April 17, 1962, we forwarded to your office a copy of the agreement between the State and the Southern Pacific Company covering the construction of the second overcrossing of the railroad at Seven Oaks in Jackson County. On May 24, you advised your approval of the agreement. In this agreement the reimbursable cost of the railroad was $45,910, one item of this having to do with revision of signal lines.

Attached is a copy of a letter from the Southern Pacific Company advising that it will be necessary to bury a cable in order to protect its high speed carrier circuits. This will require two high frequency filters which when installed will cost $992.

I have discussed this matter with the railroad company and it appears that the work is necessary to protect the company's facilities and I request your approval of this additional sum as costs reimbursable to the railroad company.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
bc Mr. Forrest Cooper

4-59

RECEIVED
25 1962
FOR FILING

S-2660

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

June 21, 1962

GMO 82459
0-PD-61-05

~~A. W. KILBORN~~
SUPERINTENDENT

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Dear Sir:

Referring to your file covering Seven Oaks overcrossing - SPRR Rock Point-Seven Oaks Section Pacific Highway Jackson County Bridge No. 7777B; also referring to agreement covering second overcrossing, which was signed July 28, 1961:

This original agreement did not include an item for protecting Western Union contract line and we desire to add to Exhibit "A" an item to cover insertion temporarily of underground cable whereby railroad needs to protect its high speed carrier circuits which requires two high frequency filters. Cost of these filters is $910.00 and labor to install and remove is $82.00, making a total of $992.00 to be added to Exhibit "A".

Please advise if this may be handled by exchange of letters or will it be necessary to enter into supplemental agreement.

Yours truly

AWKilborn

RECEIVED
JUN 25 1962
OREGON
STATE HIGHWAY COMMISSION

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
JUN 28 1962
FOR FILING

MONTHLY TRANSACTION NO.
6-96

PROJECT REPORT NO.
I-5-1(-5-[illegible]
6091

FORM PR-2
(REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon
COUNTY: Jackson
PROJECT NO.: I-5-1(36)36

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 99 2.8 mi. & 5.4 mi. S.E. Gold Hill

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-1-62	0.1
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 173,537.00	$ 159,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By /S/ R. L. Fulton
ASSISTANT State Highway Engineer
(Title)
By
(Title)
By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
XX By A. W. Parsons
(Division Engineer)
By: L. R. Backlund
Administrative Manager
Date executed by Division Engineer June 25, 1962

June 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway official, for the Rock Point - Seven Oaks Section (Structures), Project No. I-5-1(36)36.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:ra

June 5, 1962

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Rock Point-Seven Oaks Section (Sturctures), Project No. I-5-1(36)36.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:mmb

Oregon State Highway Department

Federal Aid
Project No. I-5-1(36)36

ROCK POINT-SEVEN OAKS SECTION (STRUCTURES) OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 5, 1962

Type Code X221
Frontage Rd. O'xing (Br. #7777A)(Sta. 274+89 to Sta. 275+81)(Contract 6091)

Remodel Frontage Road O'xing and Maintain Traffic	All Required		$ 5,000.00
Shoring, Cribbing, etc.	All Required		1,000.00
Structural Excavation	420 cu.yds.	4.00	1,680.00
Structural Excavation Below Elevation Shown	40 cu.yds.	8.00	320.00
Furnish 10" BP 42# Steel Piling	630 lin.ft.	4.50	2,835.00
Drive Steel Piles	18 only	60.00	1,080.00
Splice Steel Piles	4 only	20.00	80.00
Class "A" Concrete (330 cu.yds.)	All Required		23,400.00
Metal Reinforcement (88,000 lbs.)	All Required		12,000.00
8-inch Metal Drain Pipe	80 lin.ft.	3.00	240.00
			$ 47,635.00

Type Code X121
Seven Oaks R.R. O'xing (Br. #7777-B)(Sta. 412+12.23 to Sta. 415+88.53)(Contract #6091)

Shoring, Cribbing, etc.	All Required		$ 8,000.00
Structural Excavation	540 cu.yds.	4.00	2,160.00
Structural Excavation Below Elevation Shown	50 cu.yds.	8.00	400.00
Furnish 10" BP 42# Steel Piling	800 lin.ft.	4.50	3,600.00
Drive Steel Piles	40 only	60.00	2,400.00
Splice Steel Piles	8 only	20.00	160.00
Class "A" Concrete (760 cu.yds.)	All Required		53,000.00
Metal Reinforcement (225,000 lbs.)	All Required		30,000.00
8-inch Standard Steel Pipe	60 lin.ft.	10.00	600.00
8-inch Metal Drain Pipe	130 lin.ft.	3.00	390.00
			$100,710.00

Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00

Project No. I-5-1(36)36

Utility Work

Work by the Southern Pacific Co.	All Required	$ 4,263.00
Work by the Western Union Co.	All Required	4,153.00
		$ 8,416.00
	Subtotal	157,761.00
	10% Engr. & Cont.	15,776.00
	Total	$173,537.00

Length of two structures- - - - - - - - - - 0.089 mile

Federal Funds -	$159,000.00
State Funds -	14,537.00
	$173,537.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

State Funds for Maint: Chap. 529, Laws 1939

Federal-Aid
Oregon State Highway Department Project No. I-5-1(36)36

ROCK POINT-SEVEN OAKS SECTION (STRUCTURES)
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 26, 1962

Type Code X221
Frontage Rd. O'xing (Br. #7773A)(Sta. 274+89 to Sta. 275+81)

Remodel Frontage Road O'xing and Maintain Traffic	All Required		$ 5,000.00
Shoring, Cribbing, etc.	All Required		10,000.00
Structural Excavation	420 cu.yd.	$ 6.00	2,520.00
Structural Excavation Below Elevation Shown	40 cu.yd.	10.00	400.00
Furnish 10" BP 42# Steel Piling	630 lin.ft.	6.00	3,780.00
Drive Steel Piles	18 only	85.00	1,530.00
Splice Steel Piles	4 only	50.00	200.00
Class "A" Concrete (330 cu.yd. at $80.00)	All Required		26,400.00
Metal Reinforcement (88,000 lb. at $0.135)	All Required		11,880.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
			$ 62,030.00

Type Code X121
Seven Oaks RR O'xing (Br. #7777-B)(Sta. A12+12.23 to Sta. A15+88.53)

Shoring, Cribbing, etc.	All Required		$ 15,000.00
Structural Excavation	540 cu.yd.	$ 6.00	3,240.00
Structural Excavation Below Elevation Shown	50 cu.yd.	10.00	500.00
Furnish 10" BP 42# Steel Piling	800 lin.ft.	6.00	4,800.00
Drive Steel Piles	40 only	60.00	2,400.00
Splice Steel Piles	8 only	40.00	320.00
Class "A" Concrete (760 cu.yd. at $80.00)	All Required		60,800.00
Metal Reinforcement (225,000 lb. at $0.135)	All Required		30,375.00
8-inch Standard Steel Pipe	60 lin.ft.	10.00	600.00
8-inch Metal Drain Pipe	130 lin.ft.	4.00	520.00
			$118,555.00

Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00

Utility Work

Work by the Southern Pacific Co.	All Required	$ 6,053.00
Work by the Western Union Co.	All Required	3,000.00
		$ 9,053.00
	Subtotal	$190,638.00
	10% Engr. & Cont.	19,063.00
	Total	$209,701.00

Length of 2 Structures - - - 0.069 Mile

Federal Funds -	$192,000.00
State Funds -	17,701.00
	$209,701.00

ROCK POINT-SEVEN OAKS SECTION (STRUCTURES)

PROJECT I-5-1(36)36

Estimated cost of work by the Southern Pacific Company.

Signal Work	$2,465.00
Tell-Tales	690.00
Equipment	80.00
Freight	110.00
Material Handling	77.00
Vacation Allowance	81.00
Holiday Pay	32.00
Health and Welfare	231.00
RR Rel. and Unemp. Taxes	426.00
P.L., P.D., W.C. Insurance	113.00
Accounting and Billing	1,988.00
Contingencies	630.00
Salvage Credit	870.00 Cr.
USE	$6,053.00

[illegible]

[illegible]

Estimated cost of work by the Southern Pacific Company.

Signal Work	$ 2,465.00	
Tell-Tales	690.00	
Equipment	80.00	
Freight	110.00	
Material Handling	77.00	
Vacation Allowance	61.00	
Holiday Pay	32.00	
Health & Welfare	231.00	
R.R. Ret. & Unemp. Taxes	426.00	
P.L., P.D., W.C. Insurance	113.00	
Accounting and Billing	196.00	
Contingencies	6[illegible].00	
Salvage Credit	— [illegible]	Credit
Use	$ 4,2[illegible]	

Estimated cost of work by the Western Union Telegraph Company

Labor	$ 2,851.00	
Materials	7[illegible].00	
Freight	374.00	
Equipment	33[illegible]	
Misc. Expense	23.00	
Salvage Credit	— 222.00	Credit
	$ 4,153.00	

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JUN [illegible] 1962
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6091

D Cook

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 21, 1962

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Rds.
477 N. E. Cottage St.
Salem, Oregon

Re: Rock Point-7 Oaks Section
Contract No. 6091
FAP No. I-5-1(36)36

Dear Mr. Parsons:

Peter Kiewit Sons' Company began work on the Seven Oaks R.R. Overcrossing and Frontage Road Overcrossing Widening project on the Pacific Highway in Jackson County, Contract No. 5091, FAP No. I-5-1(36)36, on June 8, 1962.

Very truly yours,

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

dl
cc: J. W. Nash
D. B. Parkes
Floyd Query ✓

NOTED
FLOYD QUERY

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FORM E-133
JUN 15 1962

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6091

June 15, 1962

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6091, awarded May 25, 1962,
to Peter Kiewit Sons' Co., for the 7 Oaks
RR Overcrossing & Frontage Road Overcrossing
Widening on the Rock Pt.-7 Oaks Section of
Pacific Highway in Jackson County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Encl.

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JUN 15 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6 91

June 15, 1962

Peter Kiewit Sons' Co.,
711 E Main, Room 19
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6091, awarded May 25, 1962, for the 7 Oaks RR Overcrossing & Frontage Road Overcrossing Widening on the Rock Pt.-7 Oaks Section of Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 13 1962
FOR FILING
6091

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT

PORTLAND OFFICE

300 YEON BUILDING
PORTLAND 4, ORE.
CAPITOL 2-9111

June 12, 1962

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Files

Peter Kiewit Sons' Co.,
Contract No. 6091

Dear Mr. Williams:

Attached are two executed copies of a Performance Bond for Peter Kiewit Sons' Co., along with a letter from the Agent, effective May 25, 1962. We trust everything is in order.

Very truly yours,

Lois Mulkey
Lois Mulkey
Bond Department

/lm

Encl.

cc: Jay Varner, Midwest Agencies
Edward C. Lynch
Omaha, Nebraska Branch Office

dc

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1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 13 1962
FOR FILING

AIR MAIL

6091

LIBERTY MUTUAL

306 KIEWIT PLAZA, OMAHA 31, NEBRASKA ★ 341-4686

June 11, 1962

Mr. Forest Cooper, Engineer
Department of Highways
State of Oregon
Highway Office Building
Salem, Oregon

Mr. S[illegible]

Attn: Mr. O. S. Paxson

Re: Federal Aid Project No.
I-5-1(36)36, Rock Point -
Seven Oaks, Contract No.
6091.

Gentlemen:

Enclosed, original and two (2) copies of Endorsement No. 5 to Railroad Protective Policy No. LR1-641-004541-241 issued to the Southern Pacific Company.

This method of providing the required insurance for the Railroad Company in connection with this project was approved by Mr. T. H. Kruttschmitt, Public Projects Engineer for the Southern Pacific Company in a telephone conversation with the writer June 8, 1962. During this same telephone conversation it was agreed that if we could give the Railroad Company the date we transmitted to them a Certified copy of Peter Kiewit Sons' Co., current Comprehensive General Liability Policy No. LR1-641-004388-271 they will accept this as evidence in lieu of sending another copy of the policy for this project. Please refer to our letter of January 5, 1962. We have enclosed three (3) copies of Endorsement No. 88 providing

orig to Gardner
with enclosures
6-13-62

coverage for this project, for attachment to the above numbered policy. Please refer to Endorsement No. 81 for 10 day notice of cancelation attached to and forming a part of Policy No. LS1-641-004388-271.

Very truly yours,

A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. T. H. Kruttschnitt,
Public Projects Engineer
Southern Pacific Company
65 Market Street
San Francisco, California

Mr. Edward C. Lynch
Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

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JUN 1962
FOR FILING

6091

FORM E-123
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENN[illegible] [illegible]IDL[illegible] ME[illegible]
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1962

Peter Kiewit Sons' Co.,
711 East Main, Room 19
Medford
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6091, awarded May 25, 1962, for the 7 Oaks RR Overcrossing & Frontage Road Overcrossing Widening on the Rock Pt. - 7 Oaks Section of Pacific Highway in Jackson County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin with the tenth calendar day (excluding Sundays and legal holidays) following the date upon which the contract and performance bond forms are mailed to the contractor for execution, or with the tenth calendar day following written notice to the contractor by the engineer that the site of the work is available, whichever is the later.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

cc: L. H. Young
L. R. Chandler
Res. Engineer
Ivan D. Merchant

9

RECEIVED
JUN 2 1962
FOR FILES
I-5-1(36)36

6091

June 5, 1962

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Re: Seven Oaks Overcrossing
Pacific Highway
Jackson County
Bridge Nos. 7773A and 7773B
FAP No. I-5-1(36)36

This is your authority to proceed with your work at the above job site in accordance with State/Railroad Agreement No. 33329 and Bureau of Public Roads PPM 30-3.

Please contact our Resident Engineer Mr. Roy W. Horton, 2697 N. Pacific Highway, Medford, Oregon, prior to your commencement.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Bureau of Public Roads
Mr. J. W. Rush
Mr. Fred Sugget
Mr. Roy Horton

RECEIVED
JUN 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-1295 10OM 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6091

June 4, 1962

Western Union Telegraph Company
125-12th Street
Oakland 7, California

Attention: Mr. F. L. Sallaway
Area Plant Superintendent

Gentlemen:

Re: Seven Oaks Overcrossing
Pacific Highway
Jackson County
FAP No. I-5-1(36)36

This is your authority to proceed with the work required for the protection of your facilities at the above job site.

Before starting work, please contact our Resident Bridge Engineer, Mr. Ray Norton, 2692 N. Pacific Highway, Medford, Oregon.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

by ORIGINAL SIGNED
T. C. ROAKE
T. C. Roake
Assistant Bridge Engineer

[illegible]/mn

cc: Bureau of Public Roads
Mr. J. M. Rush
Mr. Fred Seppert ✓

CONSTRUCTION DIVISION
RECEIVED
JUN 5 1962
M.F.B.

CB

RECEIVED
JUN 1 1962
FOR FILING

[illegible]

6091

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 29, 1962

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Oregon Project I-5-1(36)36
Utility Adjustment
Western Union Telegraph Company
Pacific Highway

Your lettem of April 16, 1962 and May 21, 1962 and the letter from the Utility Company dated May 17, 1962 with sketch map, are approved as the basis for an agreement.

You are authorized to proceed with the work as of this date. Reimbursement will be subject to the provisions of PPM 30-4.

6-1-62
original to Merchant
HHB

[illegible]

RECEIVED
MAY 29 1962
FOR FILES
I-5-1(36)36
6091

FORM CD-121
(9-23-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 25, 1962

C G Polk

FROM :C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-1(36)36
Rock Point-Seven Oaks Section (Structures) on the Pacific Highway

This is to advise of our prior concurrence as of this date in award of contract No. 6091, for the subject project, to Peter Kiewit Sons Company of Omaha, Nebraska, low bidder in the amount of $148,345.00 at the May 23, 1962 bid opening.

RECEIVED
MAY 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Morgan
Young

RECEIVED
MAY 28 1962

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

T-2-1(36)

6091

May 25, 1962

Peter Kiewit Sons' Co.,
405 East Main Street
Medford
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6091 for the following project:

Seven Oaks RR Overcrossing and widening a frontage road overcrossing on the Rock Point-Seven Oaks Section of Pacific Highway in Jackson County.

This award was based on your bid of $148,345.00 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUN 4 1962
FOR FILING
I-5-1(36)36
6091

Form CD-121
(9-22-59)

UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
~~Salem, Oregon~~

DATE: May 24, 1962

Attention: Mr. L. H. Young, Office Engineer

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

CGPolk

SUBJECT: Oregon Project I-5-1(36)36
Rock Point-Seven Oaks Section (structures) of the Pacific Highway

This is to advise of our approval of agreement, File No. 33329, between the State and the Southern Pacific Company relative to the construction of the above project.

Approval is given with the understanding that Federal-aid participation in the cost of railroad work on this project will be limited to work performed subsequent to May 1, 1962, the date of P. S. and E. approval.

Copy to Merchant

RECEIVED
MAY 25 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
4 1962
FOR

FORM CD-121

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

I-5-1(36)36

6671

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 1, 1962

Copy To [illegible]
5-3-62

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-1(36)36

We have approved, as of this date, the P. S. and E. documents for the Rock Point-Seven Oaks Section of the Pacific Highway in Jackson County (Structures).

This is to authorize your advertising for bids.

The estimated cost of work to be done by the railroad, as shown on Exhibit "A" of the State-Railroad Agreement, is $45,910. The participating amount included in the P. S. and E. estimate is reduced to a total of $6,053, which includes $1,988 for accounting and billing costs. We believe this item should be reduced in proportion to the reduced total participating cost.

RECEIVED
MAY 3 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17 1962

FOR FILING

I-5-1(36)

6091

April 17,1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of agreement, dated July 28, 1961, File No. 33329, with the Southern Pacific Company relative to the construction of the Rock Point-Seven Oaks Section (Structures), Project I-5-1(36)36.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

RECEIVED
MAR 20 1962

Form E-123-X 30M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

7-5-1 (56) 36

6071

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 16, 1962

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Re: Pux 470 - Public Road G-Xing
(Mile Post 432.8)
Southern Pacific Co.
Jackson County
Your Docket SXF-224

Dear Sir:

In accordance with your notice of March 13, 1962, I am enclosing herewith five copies of answer of the State Highway Commission in the above entitled matter, your Docket No. SXF-224.

Yours very truly,

L. I. LINDAS
Chief Counsel

by
J. N. [illegible]
Staff Attorney

JNH:bjk
Encl.

cc: G. S. Paxson
Frank Morgan
L. R. Chandler

NOTED
G. S. PAXSON

Pux 470

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of)
Jackson County for authority to con-)
struct a railroad-public road grade)
crossing near mile post 432.8 located)
in Jackson County in Section 25, Town-)
ship 38 South, Range 1 West, W.M.)

No. SXF-224
ANSWER OF
OREGON STATE HIGHWAY COMMISSION

Comes now the State of Oregon, by and through its State Highway Commission, Respondent, and for its answer to the application in the above entitled cause and matter respectfully represents:

I

That the proposed crossing is not on any public way under the jurisdiction of the State Highway Commission and no objection is made to the issuance of such order or orders as may be just and proper.

Dated at Salem, Oregon, this 16th day of March, 1962.

STATE OF OREGON, by and through its State
Highway Commission
L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By /s/ J. N. Hershberger
J. N. HERSHBERGER - Staff Attorney

STATE OF OREGON)
ss
County of Marion)

I, G. S. Paxson, being first duly sworn, say that I am the Deputy State Highway Engineer for the Oregon State Highway Commission and that the foregoing answer is true as I verily believe.

/s/ G. S. Paxson

Subscribed and sworn to before me this 16th day of March, 1962.

/s/ J. N. Hershberger
Notary Public for Oregon
My commission expires February 20, 1966

I certify that the above is a true and correct copy of the foregoing answer and the whole thereof.

/s/ J. N. Hershberger
J. N. HERSHBERGER - Staff Attorney

319-1706 Mill St. Bridge over Bagley 1962
Ditch in Paisley

#6092

RECEIVED
OCT 30 1962
FOR FILING

6092

October 29, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract #6092 awarded to Ausland Construction Co., for construction of prestressed slab bridge over Bagley Ditch on Mill Street in Paisley was completed on August 13, 1962 and accepted by the Highway Commission on September 20, 1962.

Final payment, in the amount of $4,318.69 will be released to the contractor after November 5, 1962. The total contract amount is $7,828.69, and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - Ausland Const. Co.
P.O Box 437
Grants Pass, Oregon

RECEIVED
P 10 1962
FORM E-302—50M—11-61—40281
FOR FILING

D Cook

NOTED
FLOYD QUERY

Watch for Cooper's letter to the Com re acceptance
76

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1962

6092

SUBJECT: Bagley Ditch Bridge
Contract No. 6092

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Ausland Construction Company completed work on the Bagley Ditch Bridge construction project on Mill Street (Paisley) in Lake County, Contract No. 6092, on August 13, 1962.

Will you please secure authority from the Commission to pay the final estimate on this job?

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query ✓

NOTED ON CARD
dc

RECEIVED
JUL 24 1962
FOR FILING
[illegible]
6092

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Ausland Construction Company began work on the Bagley Ditch Bridge Construction on Mill Street (Paisley) in Lake County, Contract No. 6092, on July 16, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUL 9 1962

FOR FILING

6092

Salem, Oregon
July 6, 1962

Mr. Cecil Gardner
Bridge Division
Salem

Ausland Construction Co.
Insurance

Attached for processing and approval is United Pacific Insurance Company Certificate No. CLP 51262 covering the Ausland Construction Co., which expires 6-28-63.

No contract number is given in this insurance. We do have Contract No. 6092 with this company, Mill Street Bridge over Bagley Ditch in Paisley, which is covered by the Aetna Casualty & Surety Co. Certificate 42 AL 7851, expiring 1-1-63.

We would appreciate having copy for our insurance file.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson

fp

UNITED PACIFIC Insurance Company

TACOMA, WASHINGTON

WARD-POLLARD AGENCY
INSURANCE and BONDS
59 E. 14TH EUGENE, OREGON
TELEPHONE DI 5-0167
"We Sell Insurance That Works"
STAN DUYCK JACK WARD

CERTIFICATE OF INSURANCE

In Effect on Date of This Certificate

This is to certify that the policy described below has been issued by the UNITED PACIFIC INSURANCE COMPANY, as Insurer, to the Insured designated in this certificate. Any requirements or provisions in any contract or agreement between the Insured and any other person, firm or corporation will not be construed as enlarging, altering or amending the definition of insured or any other terms or conditions of this certificate or the policy designated. Such policy, subject to the limits of liability, coverages, hazards, exclusions, provisions, conditions and other terms thereof, is in full force and effect as of the date the certificate was issued.

Name of insured W. M. AUSLAND DBA AUSLAND CONSTRUCTION CO.

Address of insured ROOM 6, MANCHEL BLDG., GRANTS PASS, OREGON
Policy Number CLP 51262 Effective 6-28-62 Expires 6-28-63

COVERAGES	HAZARDS		LIMITS OF LIABILITY		
BODILY INJURY	Automobile	$ 100,000.	Each Person	$ 300,000.	Each Occurrence
LIABILITY	Other than Automobile	$ 100,000.	Each Person	$ 300,000.	Each Occurrence
				$	Aggregate Products - Completed Operations
PROPERTY DAMAGE	Automobile	$ 100,000.	Each Occurrence		
LIABILITY	Other than Automobile	$ 5,000.	Each Accident	$ 25,000.	Aggregate

In accordance with the above, the policy covers the operations and locations described as follows:

ALL OPERATIONS BY OR ON BEHALF OF THE INSURED AND ALL PREMISES OR PROPERTY USED BY OR ON BEHALF OF THE INSURED, SUBJECT HOWEVER, TO ALL TERMS OF THE POLICY.

THIS POLICY INCLUDES COVERAGE FOR ALL LIABILITY OF OTHERS ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT WHOLLY IN WRITING, SUBJECT TO THE TERMS OF THE POLICY

This certificate is not a policy and does not afford any insurance coverage. Nothing contained in this certificate shall be construed as extending coverage not afforded by the designated policy or by endorsement thereto. Except as specifically provided for in this certificate, United Pacific Insurance Company shall have no duty to notify the party to whom this certificate is addressed as to any change in, or cancellation of, the policy and shall not be responsible for any failure to do so.

Date 6-29-62

Harold L. Baird
PRESIDENT

To OREGON STATE HIGHWAY COMMISSION
STATE OF OREGON
Address SALEM, OREGON

Countersigned by
AUTHORIZED REPRESENTATIVE

0-284 3-60

FORM E-30 50M 11-61 40290

NOTED
C. A. GARDNER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1962

SUBJECT: Contract No. 6092
Ausland Construction Co.
Mill Street Bridge over Bagley Ditch
in Paisley. City project.

To: Mr. Cecil Gardner
Bridge Division
Salem

Attached for processing and approval is The Aetna Casualty and Surety Company Certificate of Insurance No. 42 AL 7851 covering the above contract. This expires 3-1-63.

We would appreciate having the copy for our insurance file.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson
fp

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JUN 18 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

The Ætna Casualty and Surety Company

Hartford, Connecticut

Certificate of Insurance

To OREGON STATE HIGHWAY COMMISSION
STATE OF OREGON
SALEM, OREGON

Date JUNE 12, 1962

Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in this Company as follows:

Name of Insured W. M. AUSLAND DBA AUSLAND CONSTRUCTION CO., P. O. BOX 437, GRANTS PASS, OREGON

Covering CONSTRUCTION OF MILL ST. BRIDGE NO. 9100, BAGLEY DITCH SECTION, CONT. #6092

KIND OF INSURANCE	LIMITS OF LIABILITY	POLICY NO.	EFFECTIVE	EXPIRATION
Workmen's Compensation				
Manufacturers' & Contractors' Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident			
Property Damage Liability	Thousand Dollars Each Accident Thousand Dollars Aggregate			
Owners' or Contractors' Protective Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident			
Property Damage Liability	Thousand Dollars Each Accident Thousand Dollars Aggregate			
Comprehensive Automobile Bodily Injury Liability	100 Thousand Dollars Each Person 300 Thousand Dollars Each Accident			
Property Damage Liability	100 Thousand Dollars Each Accident	42 AL 7851	1/1/62	1/1/63
Comprehensive General Bodily Injury Liability	100 Thousand Dollars Each Person 300 Thousand Dollars Each Accident 300 Thousand Dollars Aggregate	"	"	"
Property Damage Liability	5 Thousand Dollars Each Accident 25 Thousand Dollars Aggregate			
Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident Thousand Dollars Aggregate			
Property Damage Liability	Thousand Dollars Each Accident Thousand Dollars Aggregate			

In event of cancellation, written notice will be given to the party to whom this certificate is addressed.

The Ætna Casualty and Surety Company By WARD-POLLARD AGENCY
Authorized Representative

(C-206-N) 10-59

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

519-1706

6692

June 19, 1962

United Pacific Insurance Co.,
~~Portland~~ Branch Office
415 SW 10th Avenue
Portland 5, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6092, awarded May 25, 1962,
to Ausland Const. Co., for construction
of the Bagley Ditch Bridge on Mill Street
in Paisley, Lake County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
JUN 19 1962
FOR FILING

311-1706

6092

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
[illegible], SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 19, 1962

Ausland Const. Co.,
P. O. Box 437
Grants Pass
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #6092, awarded May 25, 1962, for construction of the Bagley Ditch Bridge on Mill Street in Paisley, Lake County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

FORM 2-123X-100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

TED
Harold C. Ayers

RECEIVED
JUN 19 1962
ENGINEER
COUNTY & CITY RELATIONS

June 18, 1962

NOTED
H. S. COX

Ausland Construction Company
1536 N. W. Hawthorne Avenue
Grants Pass, Oregon

NOTED
DON HARWELL

NOTED
V. B. [illegible]

Gentlemen:

Re: Mill Street (Paisley Bridge)
Bridge No. 9100

Regarding your letter of June 4 to M. W. Moore, this letter will confirm a telephone conversation on June 19, 1962 between Mr. Ausland and L. R. Allen regarding the request to you by the Irrigation Company to postpone starting the above job until approximately July 15. At that time water requirements drop off so that there will be very little water flowing.

Please consider this letter as a stop order. No workdays will be charged on this job until July 16, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

by

E. G. Ricketts
Assistant Bridge Engineer

NOTED
R. H. PRANGE

LRA/mm

cc: Mr. M. W. Moore
Mr. Dean Swift
County/City Relations ✓

NOTED
[illegible] D. GRAHAM

3

FORM 2-1[illegible]
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNET[illegible]OLEY, MEMBER
[illegible]
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
AUG 6 1962
FOR FILING

6092

June 5, 1962

Ausland Const. Co.,
P. O. Box 437
Grants Pass
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6092, awarded May 25, 1962, for prestressed slab bridge over Bagley Ditch on Mill Street in Paisley, Lake County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 16, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

Encl.

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.
ds

cc: L. H. Young
Dean Swift
Res. Engineer
Ivan D. Merchant

NOTED
V. R. JONES

NOTED
H. S. COX

May 28, 1962

NOTED
Harold C. Ayers

Mrs. Betty Kime
Acting City Recorder
Paisley, Oregon

NOTED
R. H. PRANGE

Dear Mrs. Kime:

On May 25, 1962, the State Highway Commission awarded a contract to the Ausland Construction Company for the construction of the bridge on Mill Street over Bagley Ditch in Paisley. Under separate cover we are sending a copy of the plans and contract for your information and records.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

Harold C. Ayers
Field Engineer

HCA:eb

RECEIVED
MAY 28 1962
FOR FILING

9

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6092

May 25, 1962

Ausland Const. Co.,
P. O. Box 437
Grants Pass
Oregon

Gentlemen:

The State Highway Commission on May 23, 1962, awarded to you State Highway Contract No. 6092 for the following project:

Construction of Mill St. Bridge over Begley Ditch in Paisley, Lake County.

This award was based on your bid of $7,740.00 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

lc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Mersham

FORM E-30 REV 7-60 29395

NOTED
JOHN D. GRAHAM

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1962

NOTED
H. S. COX

SUBJECT: $250,000 Fund Agreement
City of Paisley

NOTED
C. Avers

To:
Mr. H. S. Cox
County & City Relations Engineer
Office

NOTED
R. H. PRANGE

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Paisley covering the Special City Allotment project on Mill Street Bridge over Bagley Ditch in Paisley.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Paisley, Oregon.

Floyd Query
Secretary

Dist. Made
5/1/62

NOTED
DON HARWELL

rn
Attach: 1

RECEIVED
MAY 1 1962
ENGINEER
COUNTY & CITY RELATIONS

AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF PAISLEY, a municipal corporation created and existing under the laws of the State of Oregon, by and through its corporate officers, hereinafter called "City,"

WITNESSETH:

RECITALS:

I. Pursuant to the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic.

II. City desires to share in the benefits of said law and for such purpose has requested State to consider a project for the improvement of the following described street or streets or portions thereof:

Mill Street Bridge over Bagley Ditch.

III. State has considered said request of City for said project and has determined that said street or streets, or portions thereof, are not a part of the state highway system and are receiving excessive wear through sudden increase in population in the area or heavy and unusual traffic and need to be improved.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, and IN CONSIDERATION of the covenants, conditions, provisions, and terms hereinafter set forth, it is agreed by and between State and City as follows:

(1) GENERAL DESCRIPTION OF SAID PROJECT AND APPORTIONMENT OF COSTS THEREOF BETWEEN STATE AND CITY:

(a) Said project shall consist of the following:

Construct concrete bridge

Attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a print showing the location and limits of said project colored in red.

(b) The costs of said project shall be apportioned between and paid for by State and City as follows: State shall pay the cost of the project not to exceed Twenty Thousand and No/100 ($20,000) Dollars, and City shall pay all of the cost of said project in excess of said Twenty Thousand and No/100 ($20,000) Dollars. The estimated cost of said project is - - - - Sixteen Thousand and No/100 ($16,000) - - - - - - - - - - - - - - Dollars; however, the actual costs, whether more or less than said estimate, shall govern and control.

(2) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY CITY:

(a) City shall provide without cost to State all rights-of-way, clear of all buildings, structures and other improvements, and all easements, rights and other interests in real property necessary or deemed necessary by State for said project.

(b) City shall, without cost to State and in accordance with the provisions of its charter and ordinances, reestablish the grades of all streets in which grade changes are made necessary by said project.

(c) City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric, telephone, telegraph, railroad, street railway and all other utility conduits, lines, poles, mains, pipes, tracks and facilities of every kind and nature made necessary to be relocated or reconstructed to conform with the proposed plans and ultimate requirements of said project.

(d) City shall save harmless and blameless and shall indemnify the State of Oregon, its State Highway Commission and members thereof, its officers, employees, contractors and agents from all lawful claims, demands, damages, actions and suits and costs of actions and suits, whatsoever, arising out of or as a result of the acquisition, appropriation or use of said rights-of-way, easements, rights and other interests in real property, the change of grade of any existing street, including but not being limited to liability under ORS 373.040, and the relocation and reconstruction, or failure to properly relocate or reconstruct said utility facilities of every kind and nature.

(e) Upon completion of said project, City shall assume and be solely responsible for the maintenance of said street or streets, or portions thereof, involved in said project.

(f) City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation does not assume any jurisdiction or control over said street or streets, or portions thereof, and shall be under no obligation to maintain same.

(g) City represents to State that it has adequate funds available and at its immediate disposal for the City's share of the project covered herein, as provided for in paragraph 1(b) above.

(h) In the event that the project requires funds in excess of Twenty Thousand and No/100 ($20,000) Dollars, the City shall promptly upon demand by State deposit such a sum of money as when added to the said Twenty Thousand and No/100 ($20,000) Dollars will equal the estimated cost of the project as revised pursuant to the successful contractor's bid, it being further understood that in the event City is required to make said deposit, than when the entire project has been completed and the total cost thereof determined if the said sum deposited exceeds the City's share of the total cost of said project, then the surplus shall be refunded to City. If, however, the said sum deposited does not equal City's share of the total cost of the project as provided for in paragraph 1(b) hereof, then City shall promptly upon receipt of an itemized bill from State pay to State such an amount of money as when added to the said sum deposited will equal City's share of the total cost.

(3) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY STATE:

(a) State shall prepare plans and specifications for said project, and State shall have exclusive jurisdiction, discretion, judgment and control over the design of said street or streets, or portions thereof, and all other construction details and matters involved in said project.

(b) State shall, when in its judgment the public interest would be served best thereby, by contract, or by other means within its discretion, perform and accomplish said project.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

This agreement was approved by the Oregon State Highway Commission on Nov. 15, 1961, at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 46, Page 33262, Minute Book of the Oregon State Highway Commission.

APPROVED:

/s/ R. L. Porter
Assistant State Highway Engineer

/s/ Floyd Query
Secretary

APPROVED AS TO FORM:

/s/ L. I. Lindas
Chief Counsel

CITY OF PAISLEY, OREGON,
a municipal corporation acting by
and through its corporate officers

/s/ By Joe Silveria
Mayor

ATTEST:

/s/ Frank H. Ogburn

/s/ By Mrs. Betty J. Kime
Acting Recorder

project as revised pursuant to the successful contractor's bid, it being further understood that in the event City is required to make said deposit, than when the entire project has been completed and the total cost thereof determined if the said sum deposited exceeds the City's share of the total cost of said project, then the surplus shall be refunded to City. If, however, the said sum deposited does not equal City's share of the total cost of the project as provided for in paragraph 1(b) hereof, then City shall promptly upon receipt of an itemized bill from State pay to State such an amount of money as when added to the said sum deposited will equal City's share of the total cost.

(3) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY STATE:

(a) State shall prepare plans and specifications for said project, and State shall have exclusive jurisdiction, discretion, judgment and control over the design of said street or streets, or portions thereof, and all other construction details and matters involved in said project.

(b) State shall, when in its judgment the public interest would be served best thereby, by contract, or by other means within its discretion, perform and accomplish said project.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

This agreement was approved by the Oregon State Highway Commission on Nov. 15, 1961, at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 46, Page 33262, Minute Book of the Oregon State Highway Commission.

APPROVED:

/s/ R. L. Porter
Assistant State Highway Engineer

/s/ Floyd Query
Secretary

APPROVED AS TO FORM:

/s/ L. I. Lindas
Chief Counsel

CITY OF PAISLEY, OREGON,
a municipal corporation acting by
and through its corporate officers

/s/ By Joe Silveria
Mayor

ATTEST:

/s/ Frank H. Ogburn

/s/ By Mrs. Betty J. Kime
Acting Recorder

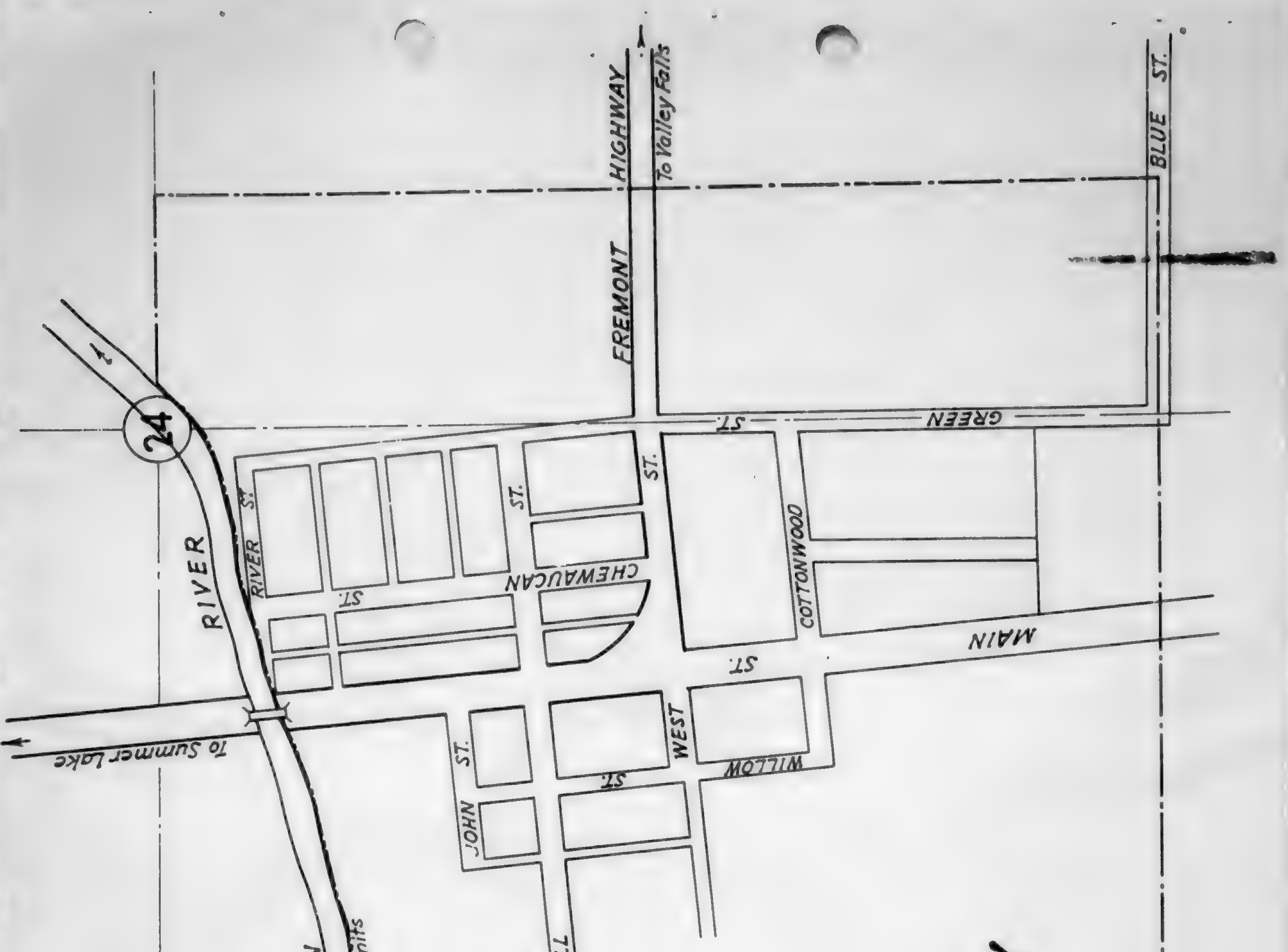

PAISLEY
Scale. 1"=400'
T. 33 S., R. 18 E.
FREMONT HIGHWAY
To Valley Falls
BLUE ST.
GREEN ST.
24
RIVER ST.
ST.
CHEWAUCAN ST.
COTTONWOOD
MAIN ST.
To Summer Lake
JOHN ST.
WEST ST.
WILLOW ST.
CHEWAUCAN RIVER
City Limits
MILL
COUNTY RD.
To Bly
N

EXHIBIT "A"

NOTED
[illegible]

NOTED
DON HARWELL

MEMO TO FILES
4/27/62

NOTED
R. H. PRANGE

RE: Special City Allotment Project
City of Paisley

Tuesday, April 24, I contacted several ranchers in the Paisley area regarding the Bagley Ditch. I first talked with Mrs. Stafford who told me that this ditch served a number of people, namely, the following: Rickard, Berry, Elder, Murphy, Bratton, Jones, and Stafford. Least water is needed from about the middle of July to Labor Day as haying is under way during this time. Some water is needed at all times due to gardens and stock. Stock drink directly from the ditch so that a continued flow is necessary. These statements were confirmed by Messrs. Bratton (two gentlemen of same name). They indicated a flow from a 24-inch pipe would be ample to take care of local needs during the above mentioned period.

I measured the water as of this date and the ditch was running 12" to 14" of water. This flow will be greatly increased very soon.

H. S. Cox
County & City Relations Engineer

HSC:mm

cc [illegible]

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
[illegible]

Salem, Oregon
April 25, 1962

$250,000 Fund Agreement
City of Paisley

Mr. R. L. Porter
OFFICE

NOTED
R. H. PRANGE

Attached are three copies of an agreement covering the Mill Street Bridge over Bagley Ditch, a Special City Allotment project in Paisley. Two copies have been signed by the city and the project is now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

The project was previously approved 11/15/61.

John D. Graham
County and City Relations Office Engineer

JDG:mm
Att.

NOTED
JOHN D. GRAHAM

MEMO TO FILES
4/20/62

City of Paisley
Special City Allotment Project

Accompanied by Mr. Knapp of the bridge department, I contacted Mr. I. A. DeFrance and inquired if State Forces could build approaches to the bridge over Bagley Ditch in the city of Paisley when the bridge is built. Mr. DeFrance stated that this could be accomplished.

I then contacted Mr. Frank Hall and informed him of this development.

I contacted Mr. Virgil O'Neil and informed him of this plan and asked that an estimate of this cost be given to the Bridge Department so that it may be added to the contract as being done by others.

This means that the contract will be for the bridge only.

H. S. Cox
County and City Relations Engineer

cc: Ivan Merchant

CITY OF PAISLEY
Paisley, Oregon

NOTED
DON. HARWELL

NOT
[illegible]

April 10,1962

NOTED
JOHN D. GRAHAM

State of Oregon
State Highway Department
Salem, Oregon

Forrest Cooper
State Highway Engineer

Attn; H. S. Cox

Dear Mr. Cox;

On the behalf of the City Council of Paisley, I would like to send our apology for the mis-understanding of the procedure of the bids for the construction of the Bagley Ditch Bridge. The Council was not aware that they could accept or reject the bids.

I am enclosing the resolution and agreements signed as per instructed by your office. Hoping they will be approved by you.

NOTED
R. H. PRANGE

Thank you for your patience.

Very truly yours,
Mrs. Betty J. Hime
Acting City Recorder

RECEIVED
APR 12 1962
ENGINEER
COUNTY & CITY RELATIONS

RESOLUTION NO. ______

WHEREAS, the STATE OF OREGON, acting by and through its State Highway Commission, has caused to be prepared and submitted to the CITY OF **PAISLEY** an agreement providing for the ~~improvement of~~ **construction of bridge over Bagley Ditch on Mill Street**

within the said City, by the terms of which agreement the State is to pay the costs not to exceed $20,000 and the City is to pay all costs in excess of $20,000 as its share of the total cost of such improvement; and

WHEREAS, said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of **Paisley** that the Mayor and Recorder are hereby directed and authorized to execute said agreement on behalf of said City.

The foregoing resolution was duly adopted by the Council of the City of **Paisley** on the 10th day of April, 1962.

Joe Silveria
Mayor

ATTEST:
Mrs. Betty O. Kime
Acting Recorder

City Council Member
Frank H Ogburn

[redacted] [redacted]

[redacted]

NOTED
H. S. COX

April 6, 1962

Mrs. Betty J. Kime
Acting City Recorder
City Hall
Paisley, Oregon

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

NOTED
DON HARWELL

NOTED

Dear Mrs. Kime:

I am returning the agreements and the resolution for your signing. This agreement and resolution are standard forms and therefore carry this clause. The cost of projects in some cities is in excess of $20,000 which is the total allowable funds the State will pay on any one project.

Unless the City Council passes the resolution and you and the Mayor sign the agreement and get all three copies in our hands prior to April 27, the project for this bridge will be automatically canceled.

Our estimate for the construction of the Bagley Ditch Bridge is $16,000 and if the bids received are in excess of $20,000, they will be referred to City to accept or reject.

Very truly yours,

Forrest Cooper
State Highway Engineer

NOTED
R. H. PRANGE

By

H. S. Cox
County and City Relations Engineer

HCA:mm
Encl.

CITY OF PAISLEY
Paisley, Oregon

April 4,1962

State of Oregon
State Highway Department
Salem, Oregon

Forrest Cooper
State Highway Engineer

Attn: H.S.Cox
County and City Relations Engineer

Dear Mr. Cox;

The City Council of Paisley have requested me to advise you of their refusal to pass a resolution authorizing the Mayor and myself to sign the agreement you sent March 19,1962 for the purpose of construction of Bagley Ditch Bridge. The reason for their refusal is the statement that the City of Paisley would be liable for costs over $20,000.00. There are no reasons that they can see, that the construction of this bridge will go over this amount. They want to protect the City of Paisley if the cost should exceed the above amount. The reason for this protection is, there is no fund to take care of any cost that would be necessary if said project did exceed $20,000.00.

The City Council of Paisley would like to have the resolution and agreement revised omiting the part where the City would be liable for costs over $20,000.00, or a guarantee to this effect. If this can be done, please let me know so I can present it to the City Council.

Thank you.

Yours truly,
Mrs. Betty J. Kime
Mrs. Betty J. Kime
Acting City Recorder

RECEIVED
APR - 6 1962
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

[redacted]

NOTED
H. S. COX

March 19, 1962

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Mrs. Betty Kime
Acting City Recorder
Paisley, Oregon

NOTED
V. R. JONES

Dear Mrs. Kime:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment project for construction of Bagley Ditch Bridge. Enclosed are three copies of an agreement covering this project.

Will you please have the City Council pass a resolution similar to the enclosed sample authorizing the Mayor and yourself to sign the agreement. Please include three copies of this resolution with the signed copies of the agreement.

As the contract cannot be advertised until the signed agreement is in our hands, will you and the Mayor please sign the three copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return the three signed copies, along with three copies of the resolution of authorization, to this office prior to April 16, 1962. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

Received
4-12-62

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:eb
Encl.

NOTED
V. B. JONES

NOTED
J. S. C[illegible]

Salem, Oregon
March 19, 1962

NOTED
Harold C. Ayers

NOTED
DON HARWELL

Paisley - Mill Street
Bridge over Bagley Ditch
Special City Allotment Project

J. E. Morelock

OFFICE

NOTED
R. H. PRANGE

Herewith the supporting data from the field on subject project. This has been checked and found to essentially conform to the project as requested by city and as approved by the Highway Commission on November 15, 1961.

It is suggested that consideration be made, due to economic reasons, to using aluminum hand rails instead of treated lumber and to substituting oil mat wearing surface on the approaches. It would seem to be practically impossible to obtain asphaltic concrete in this remote location.

H. C. Ayers
County and City Field Engineer

HCA:eb
Encl.
cc: Ivan Merchant
F. Hall
V. G. O'Neil

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. H. PRANGE

February 16, 1962

Mrs. Betty Kime
Acting City Recorder
Paisley, Oregon

Dear Mrs. Kime:

We have received a letter from Mrs. Gertrude Dunn and in this letter she requested we address the reply to you.

Regarding the request for forms for applying for State Aid in reconstructing "River Road", the policy governing the allocation of these funds provides that a city which received a project in one year will not be eligible for a project in the following year; therefore, we will not send you the application.

The bridge over Bagley Ditch is being designed and we plan on letting a contract for construction of the Bridge in May of this year.

As to the easements for the detour road, please file them in your office until they are needed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HSC:eb

CITY OF PAISLEY
Paisley, Oregon

February 12, 1962

Mr. Forrest Cooper
State Highway Engineer
Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

The City Council of Paisley are in receipt of your letter, dated January 10, 1962, about highway funds that cities under 5,000 are eligible for. If we are eligible, would you please send us the application as we do have a street that falls in the category of "receiving excessive wear", River Road, as Mr. Harold Ayers will vouch for.

We have been expecting a letter from you about the bridge here in Paisley to be built in the very near future. We now have both easements for the detour that is needed while the bridge is being built. Do you want them mailed to you?

As I am resigning my position as City Recorder, your future correspondence should be directed to Mrs. Betty Kime, Paisley, Oregon, who will be Acting City Recorder.

Sincerely yours,

Mrs. Gertrude C. Dunn

Gertrude C. Dunn
City Recorder
Paisley, Oregon

P.S. Thank you for your past cooperation with me.

RECEIVED
FEB 14 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1962
FOR FILING
[illegible]
[illegible]

LOCATION PROSPECTUS
MILL STREET BRIDGE
CITY OF PAISLEY
LAKE COUNTY

The following prospectus is submitted concerning the above-mentioned bridge in the city of Paisley. The project will be the replacement of the existing bridge on Mill Street which crosses Bagley Ditch. Length of the project is approximately 0.05 mile.

This will be a location survey to prepare plans, specifications and estimates for a bridge replacement, including approaches, on existing alignment. This project is to be constructed with 1962 Special City Allotment funds.

The proposed structure will have an OAL of 25 feet and a horizontal clearance of 26 feet with 3.5-foot sidewalks on each side.

The typical section for approaches will consist of two 11-foot travel lanes with 4-foot shoulders. The approved base design for construction is:

Paving	3" AC
Top Course Base	2" Level
Bottom Course Base	10" Coarse Crushed
Total Depth	15"

Final agreements with the City of Paisley will be necessary.

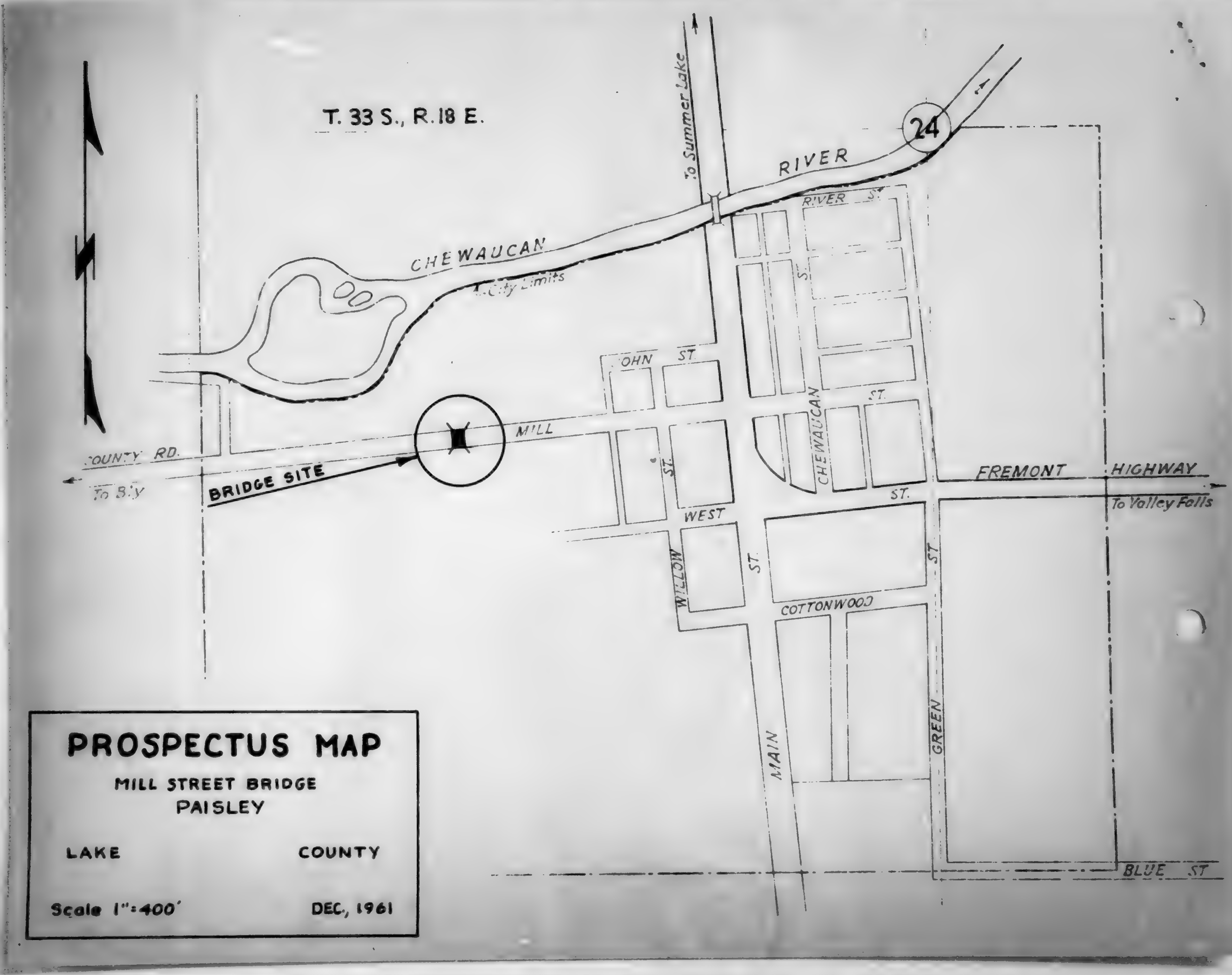
February 2, 1962

Attachment

cc: Forrest Cooper ✓
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
F. D. Morgan
Dean Swift (3)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
FEB 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED



PROSPECTUS MAP

MILL STREET BRIDGE
PAISLEY

LAKE COUNTY

Scale 1":400'
DEC., 1961

November 22, 1961

Mrs. Gertrude C. Dunn
City Recorder
Paisley, Oregon

Dear Mrs. Dunn:

On November 15, the State Highway Commission approved the City's request for construction of the Mill Street Bridge over Bagley Ditch, under provisions of the Special City Allotment Fund.

The project was approved on the basis that the City would arrange for detouring traffic while the bridge is being constructed. You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:mm

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
DON HARWELL

Salem, Oregon
November 20, 1961

NOTED
R. H. PRANGE

1962 $250,000 Fund Project
City of Paisley

Mr. Ivan Merchant
Bridge Engineer
OFFICE

NOTED
Harold C. Ayers

On November 15, 1961, the Highway Commission approved construction of the Mill Street Bridge over Bagley Ditch in Paisley under the 1962 Special City Allotment program.

The City of Paisley will detour traffic while the bridge is being constructed and expressed the hope that the bridge be built in as short a time as possible due to the long detour necessary. They also point out that several large cattle ranches obtain their stock water from Bagley Ditch so water cannot be shut off for protracted length of time.

Will you please prepare this project for performance by contract.

H. C. Ayers, Field Engineer
County & City Relations

HCA:mm

cc: Tom Edwards
V. G. O'Neil

NOTED
JOHN D. GRAHAM

Division No. IV

City: Paisley
County: Lake
Population: 1950 214
1960 219

Proposed Project - 1962: Mill Street Bridge over the Bagley Ditch. Construct 25' X 26' precast prestressed slab span on concrete abutments with 3-1/2' sidewalks on each side and with required approaches.

	State	City	Total
Estimated Cost:	$ 14,000	$ --	$ 14,000

Remarks: The present bridge is in very poor condition and carries heavy and unusual traffic.

Recommendation: Approval recommended.

NOTED
V. R. JONES

MEMO TO FILES
9/21/61

PAISLEY: $250,000 Fund (1962) Project

DmH

On the evening of September 19, 1961, I attended a Council meeting in the city of Paisley regarding their request for assistance under the provisions of the Special City Allotment program.

The definite feeling of the Council was that the bridge over Bagley Ditch was the most dangerous situation for the city and that to rebuild Mill Street, if they had no bridge, "would be putting the cart before the horse," and so they definitely agreed to concentrate on the rebuilding of the bridge. (I advised that if the bridge were approved they could not expect another project on Mill Street before 1964.) They said they understood and would appreciate the bridge being built in 1962. Traffic can be detoured but City would like to have the bridge built in as short a time as possible as traffic will have to detour in a long roundabout route. The ditch can be closed for short periods only as cattlemen depend on the ditch water for their livestock.

See $250,000 Gen. file

H. C. Ayers
H. C. Ayers
County & City Relations Field Engineer

HCA:mm

NOTED
JOHN D. GRAHAM

C/ 26'-13½"

CITY OF PAISLEY
Paisley, Oregon

September 11, 1961

('62)

RECEIVED
SEP 13 1961
ENGINEER
COUNTY & CITY RELATIONS

State Highway Commission
Salem,
Oregon

ATTN: Mr. Harold C. Ayers,

Dear Mr. Ayers:

Reference our recent talk when you stopped here in Paisley.

In regards to the bridge application for a bridge over Bagley Ditch here in town, the Council requested me to write to you and tell you to by all means concentrate your efforts on this new bridge for us. It is very necessary for safety sake.

Also, we are very dissappointed that we do not get our Mill Street road repaired again this year. Was there a contract let for those City streets in Lakeview, if so, would that help our cause here?

Very truly yours,

Gertrude C. Dunn

Gertrude C. Dunn
City Recorder

FORM E-30 50M 3-61 94307

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 27, 1961

SUBJECT: Special City
Allotment Program
City of Paisley

To: Mr. C. G. Swenson
County & City Relations Engineer
OFFICE

Attention: Mr. H. C. Ayres
Field Engineer

By letter of June 13, you requested an estimate for the cost of replacing the Mill Street Bridge over the Bagley Ditch in Paisley.

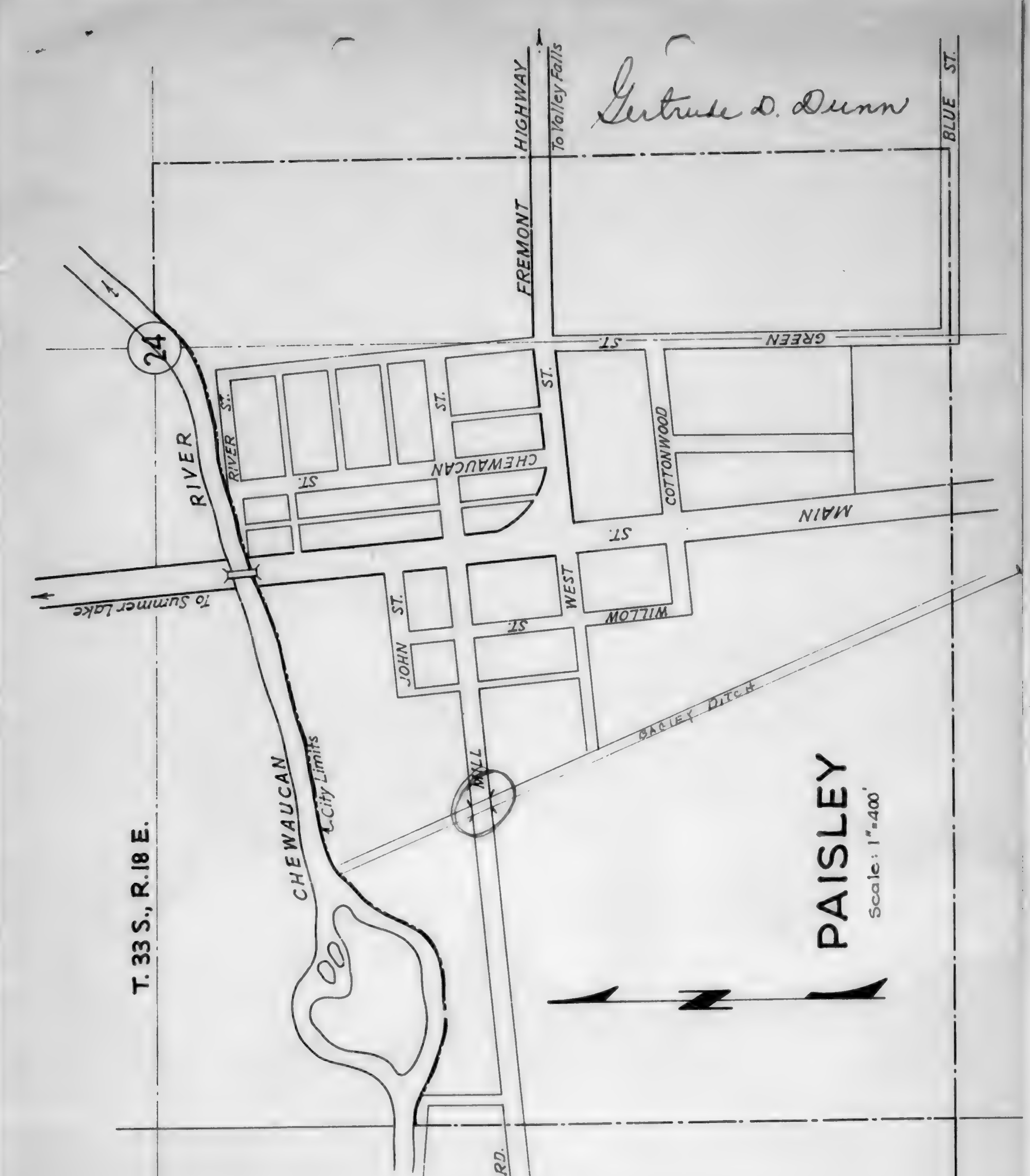
We have made an estimate for a 25' pre-cast pre-stressed slab span on concrete abutment with a 26' roadway for this replacement. Our estimate of cost is $10,791.00, which includes 18% for engineering and contingencies.

No sidewalks have been included in this estimate, and if sidewalks are included there would be an increase in cost of approximately $1,000.00, which would provide for two (2) 3'6" wide sidewalks.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

IDM:nk

RECEIVED
JUN 27 1961
ENGINEER
COUNTY & CITY RELATIONS



Gertrude D. Dunn

NOTED
Harold C. Ayers

NOTED
H. G. COX

NOTED
C. G. SWENSON

Salem, Oregon
June 13, 1961

Special City Allotment Program
City of Paisley

Mr. Ivan Merchant
OFFICE

NOTED
V. R. JONES

The City of Paisley has made a request, under the provisions of the Special City Allotment Act, for replacement of the bridge on Mill Street over the Bagley Ditch.

It would be appreciated if you will give us an estimate for a proper structure at this location.

C. G. Swenson
County and City Relations Engineer

By

Estimate received
6-29-61

H. C. Ayers
Field Engineer

HCA:mm

FORM 2-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 14, 1961

NOTED

Mrs. Gertrude C. Dunn
City Recorder
City Hall
Paisley, Oregon

Dear Mrs. Dunn:

This is to acknowledge receipt of a resolution adopted by the City of ____Paisley________ requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1962 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of PAISLEY is an incorporated city of the State of Oregon and has a population of 214 as given by the latest official census; and

WHEREAS, the following bridge ~~streets~~ of said city,

Bridge over Bagley Ditch which is on Mill Street

are not a part or parts of the state highway system, but are bridges ~~streets~~ under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said bridge ~~streets~~ are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named bridge ~~streets~~ of said city are in need of repair, reconditioning, and other major improvement.

2. That said bridge ~~streets~~ are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said bridge ~~streets~~ as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Paisley does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Gertrude D. Dunn as the official representative of the city in all negotiations resulting from this request.

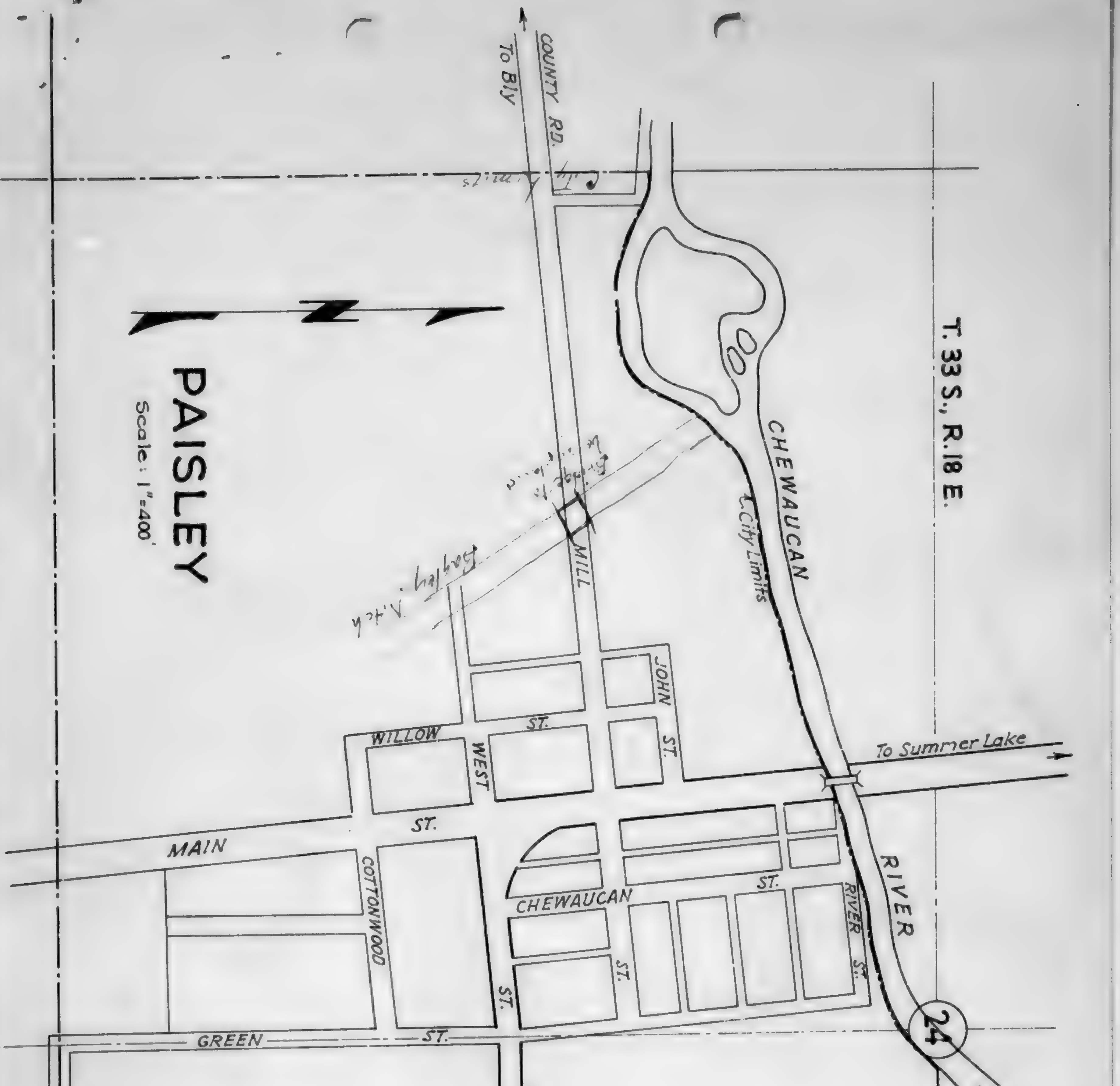
Passed and approved this 10th day of April, 1961.

There is attached hereto and made a part hereof, a city map on which is indicated the street, bridge ~~streets~~, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Paisley at a regular or special meeting of said Council, held on the 10th day of April, 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 12th day of April, 1961.

Gertrude D. Dunn
City Recorder


PAISLEY
Scale: 1"=400'
T. 33 S., R. 18 E.
To Bly
COUNTY RD.
City Limits
CHEWAUCAN RIVER
City Limits
Bagley Ditch
MILL
JOHN ST.
WILLOW ST.
WEST ST.
MAIN ST.
To Summer Lake
COTTONWOOD ST.
CHEWAUCAN ST.
RIVER ST.
GREEN ST.
24
FREMONT HIGHWAY
To Valley Falls
BLUE ST.

4-12-61

SEE: $250,000 FUND, GENERAL

FOR: City's resolution of 2/27/61 requesting 1962 project on Mill Street which is superseded by resolution of 4/12/61 requesting bridge instead.

I-5-3(26) Judkins Point-Cottage Grove 1962
175 Sign Install., Pacific Hwy.
#6093

[illegible]
[illegible]

STATE COPY

RECEIVED OCT 21 1965

FOR FILING

Monthly transaction number	FORM PR-2A (5-31-57) U.S. DEPARTMENT OF COMM BUREAU OF PUBLIC RO **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 10-11-65	State Oregon
Project report number I-5-3(26)175 9		County Lane
		Project number I-5-3(26)175

61 4

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 22, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 40,482.69

Revised Federal funds $ 36,608.62

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 11th day of October, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F B Klaboe

Assistant State Highway Engineer
(Title)

By ____________

____
(Title)

By ____________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

RECEIVED
JUN 28 1965
FOR FILING

I-5 3(26)175

6093

Salem, Oregon
June 28, 1965

Mr. F. B. Morgan
State Construction Engineer
DEPARTMENT

Reference salvage Sign material on the Judkins Point-Cottage Grove section, contract #6093, the three laminated aluminum signs which were sent to Salem have a questionable salvage value.

Sign requirements require a specific size sign. These laminated panels cannot be modified. Therefore the Shop stores a reasonably good panel and if the occasion arises to use it we use it. Otherwise it has no value. It is not practical to place a value on these signs and carry them on the books.

Under these conditions the three laminated panels sent to Salem have no salvage value.

R. N. Bothman
Sign Engineer

RNB:rk
cc. E. S. Hunter

FORM E-30 80M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1965

SUBJECT: Salvaged Material
Judkins Point-Cottage Grove Section
Pacific Highway
Contract No. 6093

To:

Mr. R. N. Bothman
Sign Engineer
SHOPS

On June 14, 1965 this office requested information concerning the location and value of some existing signs which had been salvaged on the subject project. Attached is a copy of this letter and replies received from the Resident Engineer and the Division Office.

The Division has suggested that you determine the salvage value of the three laminated aluminum panels which were sent to Salem on completion of the project.

Will you please determine the salvage value, if any, for these panels and supply this office with your findings.

F. D. Morgan
Construction Engineer

DES:fp
Attach.

NOTED
R. N. BOTHMAN

RECEIVED
JUN 24 1965
OFFICE OF
SIGNING ENGINEER

FORM E-30 50M 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 21, 1965

SUBJECT: Salvaged Materials
Judkins Point-Cottage Grove
Contract No. 6093
Lane County

To: F. D. Morgan
Construction Engineer
SALEM

Enclosed herewith is a copy of a letter from Ellis Jones, Resident Bridge Engineer, regarding "Removal of Existing Sign Installation" on the subject project. As indicated by Mr. Jone's letter, the wooden signs were not re-useable. Therefore there is no salvage value. A few of these wooden signs, however, were stockpiled at the Laurel Hill stockpile site and the remainder were destroyed or disposed of by the contractor. The three laminated aluminum panels were send to the Salem sign department. I do not feel qualified to asses a salvage value to these signs, therefore I am suggesting that you contact Mr. Bothman and have him set the salvage value.

John Quiner

John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf
Attach.

[illegible]
JUN 23 1965
[illegible] — E

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
June 16, 1965

SUBJECT: Removal of Existing Sign Installations
Judkins Point-Cottage Grove Section
Contract No. 6093
Lane County

To: John Quiner II
Ass't Division Engineer
State Highway Dept.
Roseburg, Oregon

The materials obtained from the removal of the existing sign installations were surveyed for possible reuse and were determined to have no value as signing material. A portion, at least, of the larger signs were hauled to the Laurel Hill Stockpile Site by the contractor for possible use as concrete form liners. The remainder were burnt on the job site.

In addition to the existing sign installations, three new laminated aluminum panel signs were installed and then removed by the contractor because of plan revisions (replaced with larger signs)..

While the Sign Dept. did not believe this particular type of sign panel lent itself to re-use, these panels were hauled into the Salem Shop along with the reflectorized white removable legends salvaged from the Type F sign installed and removed from the south end of the project.

Since the re-use of any of this material was at best problematical, a "salvage value" seemed indeterminate. Unless the sign installation involves steel structures, the "existing sign materials" on any such project should, I think, be considered expendable.

E H Jones
Ellis H. Jones
Resident Bridge Engineer

cc. E.G. Ricketts

ROSEBURG DIVISION
RECEIVED
JUN 21 1965
G
Assign .... For ....
Reply .... Ans ....

Salem, Oregon
June 14, 1965

Salvaged Materials
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 6093

Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Office Engineering has requested that we furnish information concerning the value and location of items salvaged on the subject section.

Bid Item No. 1 - Removal of Existing Sign Installations.

The value of these salvaged items must be credited to the project if they were stockpiled. Please determine the location and value of these salvaged items and supply this office with your findings.

F. D. Morgan
Construction Engineer

DES:fp

cc F. B. Klaboe
L. H. Young

E D.B. S W.

JB.

RECEIVED
JUN 15 1965
FOR [illegible]

[illegible]

609

A

FORM 2-90X—30M—1-60 SP*6410-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 14, 1965

SUBJECT: Salvaged Materials
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 6093

To:
Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Office Engineering has requested that we furnish information concerning the value and location of items salvaged on the subject section.

Bid Item No. 1 - Removal of Existing Sign Installations.

The value of these salvaged items must be credited to the project if they were stockpiled. Please determine the location and value of these salvaged items and supply this office with your findings.

F. D. Morgan
Construction Engineer

DBS:fp

cc F. B. Klaboe
L. H. Young

F.B. KLABOE
NOTED

RECEIVED
JUN 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 7 - 1964
FOR FILING

664

October 6, 1964

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

2733

Dear Sir:

We have received your most recent comments concerning signing on the Judkins Point-Cottage Grove Section of Interstate 5.

We wish to advise you that we will remove the "Visitors Information Center" sign to which you are so strenuously objecting.

It is difficult to understand your objection to the relocated Exit Direction Sign facing southbound traffic at the Cottage Grove Interchange. As stated in our previous letter, the sign and its location within the sign sequence conforms in every respect to the Interstate Sign Manual. Contrary to the statement made in the sixth paragraph of your letter, page 10 of the Sign Manual states that the major purpose of the Interstate system is to offer superior services to population centers located adjacent to the system.

We consider Cottage Grove to be such a population center and in relocating the sign we are attempting to provide a more safe traffic operation for vehicles utilizing this interchange. In essence, the sign was relocated to provide a more visible legend, particularly during the hours of darkness. We might further call your attention to the fact that we had to make this and some ramp revisions to quiet vociferous objections from the Cottage Grove people.

You will find attached three copies of an "As Constructed" print for the signing project at the Cottage Grove Interchange.

Very truly yours,

Attachments (3)

Forrest Cooper
State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
R. N. Bothman

By

Tom Edwards
Assistant State Highway Engineer

LEG:njc/TE:jw

FOR FILING

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

[illegible] Edwards

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

DATE: **September 23, 1964**

In reply refer to: **08-35.4-DA**

TO : **Mr. Forrest Cooper, State Highway Engineer**
Salem, Oregon

FROM : **A. W. Parsons, Division Engineer**
Salem, Oregon

SUBJECT: **Oregon I-5-3(26)175 and I-5-3(38)190**
Judkins Point-Cottage Grove

Our memorandum of July 2, 1964 discussed your re-installation of sign No. 3 of the Cottage Grove Interchange portion of the subject project. Mr. Edwards' letter dated July 16, 1964 provided explanation of why sign revision was being made but failed to submit this revision in signing for our concurrence.

It is our opinion that such a sign directing traffic to exit, yet located over a thru lane, is not compatable with other signing along this route and possibly not in compliance with the Uniform Manual.

None of the unusual conditions outlined in the Interstate Manual appear to be present; as we stated previously we would have no objection to your utilizing the exit direction sign as an overhead sign extending over the exit roadway as permitted therein.

Apparently you do not wish to accept this alternative, consequently, we would appreciate receiving three copies of an "as constructed" plan in order that the problem may be forwarded as an appeal of our field decision.

Inasmuch as the sign has been re-installed in a manner not in accord with approved construction plans for the subject project and even though the contract work was satisfactory we will not be able to make final acceptance of this project until above mentioned sign installation is submitted for appeal. After such submission, acceptance of project can be made subject to a determination on the appeal.

We are not able to understand the underlying reasons, given by Mr. Edwards, why residents of the area are having difficulty in determining the proper point at which to enter the deceleration lane. This has not come to our attention as being a problem in the numerous other interchanges with similar placement of signs. Our primary consideration is for signing easily comprehended by non-resident traffic. Local residents should in a short period of time be able to educate themselves to national standard signing procedures.

We have a stipulation to make relative to another sign on this project located south of Judkins Point Interchange which advises travelers of

Copy To Young
9-28-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Visitor's Information Center in Eugene. A discussion of the rejection of such signing by the AASHO Special Committee on Signing and Marking Interstate Systems is covered in Bureau of Public Roads Circular Memorandum to Regional and Division Engineers, dated June 10, 1964, subject: "Signing and Pavement Marking - Interstate Highways". For this reason final acceptance of project cannot be made until removal of the Visitor's Information Center sign.

RECEIVED
SEP 25 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 11 1964
FOR FILING

September 10, 1964

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

On July 31, 1964, we wrote to you concerning release of final payment on contract #6093, awarded to Electrical Products Corp. of Oregon, for signing installation on the Judkins Pt.-Cottage Grove Section of Pacific Highway in Lane County.

Final payment on this contract is $6,839.31 and the total contract amount is $89,203.46, including $1,713.93 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1, Oregon

cc: C. H. Maison
Attn.: John Herr

Date: 9/8/64

Floyd Query
Commission Secretary

A voucher has been prepared to pay final

Contract No. 6093, Est. No. 9, Date: to 4/16/64, Amt. $ 6839.31

Contractor

Totals to date:	Paid to contractor	$ 89,203.46
	Amount of force account	$ 1,713.93
	Amount of retained percentage	$

Claims Section
Accounting Division

3/64

RECEIVED
AUG - 3 1964
FOR FILING

July 31, 1964

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Contract #6093, awarded to Electrical Products Corp. of Oregon, for signing installation on the Judkins Point-Cottage Grove Section of Pacific Highway in Lane County, was completed April 16, 1964, and accepted by the Highway Commission on July 30, 1964.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before August 7, 1964.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oreg.,
3500 SW Bond Avenue
Portland 1, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
JUL 30 1964
FOR FILING

I-5-3(-1) 75

6093

A

July 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed April 16 on Contract No. 6093. The contract was with Electrical Products Corporation for signing on the Judkins Point-Cottage Grove Section of the Pacific Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 30, 1964, and that you concur in this procedure at the Commission meeting on August 27.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:bbc

FORM E-30 5OM 5-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1964

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

BUILDING

Electrical Products Corporation completed work on Contract No. 6093 Judkins Point - Cottage Grove Section signing on the Pacific Highway in Lane County on April 16, 1964. This contract is ready for acceptance by the Commission.

This is a Federal Aid Interstate project, we have a note from the Bureau that they have inspected the contract work and are accepting that part of the project as complete.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: Floyd Query
D.B. Parkes
C.H. Maison
L.H. Young
E.A. Pease
H.S. Cox

RECEIVED
JUL 28 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 16 1964

FOR FILING

I-5-3(26)175

6093

July 16, 1964

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

We have received complaints concerning the southbound offramp signing at the Cottage Grove Interchange. These complaints were from residents of the area who are having difficulty in determining the proper point at which to enter the deceleration lane, particularly during the hours of darkness.

In order to provide a smoother and a safer flow of traffic, we are revising the type of signing at the deceleration lane from a ground mounted unit to a cantilevered overhead unit. We are not shifting the location of this sign.

The Interstate Manual permits the use of overhead signs in lieu of the ground mounted type. Since the sequence of signs and their location would not be changed from those originally approved by your office, it was felt that the revision in type of sign was a rather insignificant matter to present for formal approval by your office.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. B. Crandall
L. H. Young

LEG:njc hlb

RECEIVED
JUL 20 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

July 2, 1964

08-35.4-DA

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(26)175
Judkins Point-Cottage Grove Section
Signing

On a recent final inspection of the subject project it was noted that work by State Forces is underway to relocate sign No. 3 of the Cottage Grove Interchange. Since approval of the signing plans we can find no record of your application for our concurrence to relocate this sign. You are no doubt aware of this requirement under Title 23, U.S. Code, Section 109(d), and PPM 21-15. Further, we will not be able to make final acceptance of this project unless full compliance with the standards of the Uniform Manual is indicated.

The primary concern, based on our understanding of your proposed relocation, is that this sign directing traffic to Cottage Grove and Dorena Lake will be located over a thru lane. Such a practice is not in accord with the Uniform Manual and it is likely that such a location will create an unsafe condition. In effect it will block out the right lane to thru traffic. Thru traffic will, according to this signing, be shifting to left lane without the benefit of advance warning, thus creating a hazard.

We are not aware of the need to relocate this sign from the present location. If a relocation is necessary we would have no objection to moving it ahead on line and being located over the deceleration lane.

We request that you reconsider your proposed relocation of this sign to leave it as is or relocate over deceleration lane.

Orig to Shaw
Copy to Edwards
7-17-64
original To Morgan
de Young
7-20-64

FORM E-30 60M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1964

SUBJECT: Sign Discoloration
Yoncalla-Rice Hill Sec. No. 6122
Judkins Point-Cottage Grove No. 6093
Cottage Grove-Divide No. 6163
Pacific Highway

To:

Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon

We have received a recommendation from Reichhold Chemicals, Inc., 2027 N. E. Alameda Street, Portland, for the painting of the backs of the plywood signs on these projects to restore the non-reflective black color as specified. The recommendation is:

1. Wash sign back with Xylol solvent to remove road dirt or accumulation of foreign material.

2. Roller coat one coat of Sherwin-Williams Industrial Kem-Lustral Enamel, Flat Black F 65 B 2 in accordance with manufacturer's instructions.

3. Allow at least 4 hours and preferably 12 - 16 hours dry time before roll coating second coat.

4. Several days of favorable weather conditions should be allowed before paint is applied. Surface must be clean and dry before painting.

This method of correcting the discoloration is acceptable to this office and verbally approved by the Traffic Division and the Bureau of Public Roads. We suggest that you allow the contractor to do this work provided that there is no cost to the State, and further provided that replacement of signs will be made if the signs again discolor within the guarantee period.

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

CHB:fp
cc A. W. Parsons
Lloyd Shaw
Tom Edwards
F. B. Crandall
Ivan Merchant
John Hagedorn
Geary Worth
Ellis Jones

RECEIVED
JUL 1 1963

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

6093

DATE: June 19, 1963

S HAW

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(26)175
Judkins Pt.-Goshen, Signing

Returned herewith and approved in part is Price Agreement No. 1, subject project, providing for modification to the Sign Bridge at Sta. 234 and sign changes made subsequent to acceptance of bids.

We have no objections to the sign changes and are approving participation thereon.

We have been unable to assure ourselves where the determination as to design height of the sign bridge was made. We find that the sole dimension is a required clearance of 18', which would not permit the contractor to order until the actual footings are staked and the necessary height established in the field.

It appears the contractor has operated upon some assumptions in his determination of bridge height for which no obligation has definitely been established on the part of the State.

For these reasons we are limiting our participation to work covered under items 2 and 3 of the order, involving only the sign changes.

LLOYD P. SHAW

Attachment

Form A-183-[illegible]

Participation limited to amt. under item 9b and lump sum for posts. Estimated cost $170.99.

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUN 19 1963 By [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

[illegible] Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Judkins Point-Cottage Grove, Signing — Date April 16, 1963

Highway Pacific — Contract No. 6072

County Lane — [illegible] 620-1086 I-5-3(26)175

Contractor Electrical Products Corporation of Oregon — [illegible] No. I-5-3(38)190

Address 3500 S. W. Bond Ave., Portland 4, Oregon — [illegible] No. 1

For the below described extra work or extra material to be performed or [illegible] contract above referred to, the contractor [illegible] payment at the prices given herein, [illegible] otherwise provided, the work is to be [illegible] and the material is to be furnished in accordance with the [illegible] which form a part of the contract and in accordance with the instructions of the [illegible].

Work to be done:

1. Furnish and fabricate material for additional height of columns and pipe drain on Sign Bridge
2. Furnish additional material for sign revision for signs #4 and #5, Drawing S-205 (revised 6-12-62).
3. Furnish extra wooden sign posts for sign #4, Drawing S-205 (revised 6-12-62).

Location by station numbers:

1. Sign Bridge at Sta. 29[illegible] 00.
2. Sign #4 at Sta. "A" 1+50.
   Sign #5 at Sta. "A" 11+00.

.....Continued on Back Side...

Names of pay items, estimated quantities and agreed prices:

1. 17'-0" of 8" Extra strong pipe.
   8'-8" of 3" Standard downspout pipe.
   13'-6" of 2" Pipe.
   Cost of pipes, galvanizing inside, freight and erection.....Total lump sum price..$250.86

2. Item 9b, sign #4; 16.0 sq ft @ $5.67/sq ft..(contract bid price)...$90.72
   Item 9b, sign #5; 11.0 sq ft @ $5.67/sq ft..(contract bid price)...$62.37
   Total price...........$153.09

....Continued on Back Side....

Specifications, basis of measurement and other provisions:

The agreed price shall be full compensation to the contractor for furnishing all materials and providing necessary labor and equipment to complete this work. All workmanship and material shall conform to the OSHD Standard Specifications for Highway Bridge Construction, issue of May, 1954, and to the Special Provisions for this project as they may apply. Work started 10-3-62 on authority of the Bureau of Public Roads obtained by Mr. I. Merchant.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$ 92,081.90
Present estimate of project cost, including $ 421.95 for work under this order	$ 92,081.90
Expected under-run / over-run (amount)	$
Expected under-run / over-run (per cent)	

Space for [illegible] of [illegible] Salem Office

Submitted by: [illegible]
Resident Engineer

Approval Recommended: [illegible]
Division Engineer

Approval Recommended: [illegible]
[illegible] Engineer

Signed Electrical Products Corp. of Oregon
Contractor

Assistant Treasurer

Approved: [illegible]
Deputy State Highway Engineer or
Assistant State Highway Engineer

State Printing [illegible]

Location by station numbers: (continued)
3. Sign at ¢ Sta "L" 1+50.

Names of pay items, estimated quantities and agreed prices: (continued)
3. Two 6"x6"x10' [illegible] wooden posts...Total lump sum price..........$17.90

Total price of Items 1 through 3.......................................$421.85

DISTRIBUTION--April [illegible], 19[illegible]

1. 2 copies--Division Engineer (Mr. Chandler)
2. 1 copy----[illegible]
3. 1 copy----Bridge Files (312).

RECEIVED
APR 16 1963

FOR FILING

6-73

477 Cottage Street, N. E.
Salem, Oregon

April 12, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon I-5-3(38)190 Judkins Pt. - Cottage Grove Signing Project

The changes requested to the existing signing project as requested by Mr. Edwards' letter dated March 25, 1963 are approved, however, our participating costs based on unit bid prices will be limited to the approved signs actually in place at the final inspection stage.

Orig. to Edwards
Copy to Young
4-15-63
ms

NOTED
R. L. PORTER

RECEIVED

FORM 2-20X—80M—10-62 46623

6093

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1963

To: MEMO TO THE FILES

SUBJECT: Subcontracting by Elec. Prod. Corp.
Contracts 6191, 6042, 6093, 6132

An investigation has been made to determine whether Electric Products Corporation of Portland has been subcontracting work on their contracts without approval. The following contracts were checked:

6042	Judkins Point Sign Bridge
6093	Judkins Point-Cottage Grove Signing
6132	Irrigon Junction Signing
6191	Nevada Ave. (Klamath Falls) Signing

Mr. Juve of the Construction Division inspected the books of the company on 6042 and 6132, both of which are completed. These books showed that all persons working on the project were carried on the prime contractor's payroll, and there were no subs of record.

The Division offices made similar checks on 6093 and 6191, which are still under way, with similar results. One subcontract of record exists on 6191 for the driving of piling. When work resumes on these two projects, the employees will be interviewed to determine who issues the payroll checks. A further report will be made after these interviews are completed. No work is being done on these projects at the time the abovementioned investigations were made.

C H Baker
C. H. Baker
Ass't. Field Construction Engineer

CHB:bjh

cc: L. P. Shaw ✓
I. D. Merchant

RECEIVED
APR [illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 26 1963

FOR FILING

9

I 5-3 (38) 175

6093

March 25, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Your consideration and approval is requested for certain sign additions on the Judkins Point-Cottage Grove Section of Interstate 5 (State Contract No. 6093, Project No. I-5-3(38)190). These sign additions are as follows:

NEW SIGN:	"East Eugene - State Police - NEXT RIGHT" on back side of existing sign bridge, Plan Sheet S-202, Station 208+00.
Add:	"Eugene - State Police" to Sign No. 18, Plan Sheet S-202.
Add:	"Eugene - State Police" to Sign No. 19, Plan Sheet S-202.
Add:	"State Police" to Sign No. 15, Plan Sheet S-202.
NEW GROUND MOUNT SIGN:	"PUC SECOND RIGHT" vicinity of Station 255+00, Plan Sheet S-202.
Add:	"Lodging" to Sign No. 2, Station 277+00, Plan Sheet S-204.
Add:	"Lodging" to Sign No. 13, Station 368+00, Plan Sheet S-205.

Your approval of the above is requested as participating items.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. H. Young
F. D. Morgan
L. R. Chandler

FBC:njc jw

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MAR 14 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Rds.
477 N. E. Cottage St.
Salem, Oregon

Re: Judkins Point-Cottage Grove Section
Contract No. 6093
FAP Nos. I-5-3(26)175 & I-5-3(38)190

Dear Mr. Parsons:

Electrical Products Corporation of Oregon began work on the Judkins Point-Cottage Grove Sign Installation project on the Pacific Highway in Lane County, Contract No. 6093, Federal-aid Project Nos. I-5-3(26)175 and I-5-3(38)190, on October 3, 1962.

Very truly yours,
ORIGINAL SIGNED

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
D. B. Parkes
C. H. Maison
L. H. Young

RECEIVED
JAN 2 - 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

December 31, 1962

Mr. C. E. Wheelock
Wheelock, Richardson & Niehaus
505 Lumbermen's Building
Portland 4, Oregon

Re: Electrical Products Co. -
Judkins Point-Cottage Grove
Signing Installation

COPY

Dear Mr. Wheelock:

This is to acknowledge your letter of December 28th, relative to the above matter. I hasten to answer your inquiry and at the same time apologize for not having written you sooner concerning this matter.

The investigation made by this department failed to disclose any evidence that the Electrical Products Co. was brokering their work.

We are, of course, interested to ascertain if they are resorting to such tactics as it would be contrary to the regulations of this department.

Mr. Frank Towle, who looked into this matter for me, is ill at the present time; however, a copy of this letter will be sent to him with a request that he contact you and discuss the result of his investigation with you so you will know of the information that is in our possession. Should you have additional knowledge at this time that would be of assistance to us in investigating this matter, feel perfectly free to discuss the same with Mr. Towle, who is our Investigating Engineer attached to my office.

NOTED
R. L PORTER

Mr. C. E. Wheelock
December 31, 1962
Page 2

Thanking you for calling this matter to my attention again, and with best wishes for a happy and successful New Year, I remain

With kindest regards,

L. I. LINDAS
Chief Counsel

LIL:dc
cc: R. L. Porter
Frank Towle

RECEIVED
DEC 3 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES OF
WHEELOCK, RICHARDSON & NIEHAUS
[illegible] Lumbermen's Building
Portland 4, Oregon
Telephone CApitol [illegible]

C. E. Wheelock
Clyde R. Richardson
[illegible] R. Niehaus
[illegible] W. Baines

December 28, 1962

PERSONAL AND CONFIDENTIAL

Mr. Leonard I. Lindas
Attorney, Oregon State Highway
Department
Salem, Oregon

Re: ELECTRICAL PRODUCTS CO. - JUDKINS POINT - COTTAGE GROVE SIGNING INSTALLATION

Dear Leonard:

On August 21, 1962, Ken Baines and myself met with you and members of your staff regarding the brokering of jobs in violation of the regulations of the Department of Commerce by Electrical Products Co.

Our clients, Traffic Safety Supply Co., have contacted us on numerous occasions regarding the progress of the investigation which you agreed to commence immediately. Our clients inform us that this practice by Electrical Products Co. is continuing. At your earliest convenience, please inform us of the progress which you have made to date.

Thank you for your cooperation.

Very truly yours,

WHEELOCK, RICHARDSON & NIEHAUS

C. E. Wheelock

CEW:jh

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DEC 3 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6093

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 28, 1962

Mr. Norman P. Barnes
Foress Company
Box 687
Corvallis, Oregon

Dear Mr. Barnes:

Attached are the working drawings for the Type "T" signs that are to be installed under the Judkins Point-Cottage Grove sign Contract No. 6093.

These drawings have been checked and are approved as noted.

Very truly yours,

Tom Edwards
Ass't. State Highway Engineer

By

F. B. Crandall
Traffic Engineer

Attachment
DRA:mm
bc: Tom Edwards
Ivan. D. Merchant
Ellis Jones

NOTED
TOM EDWARDS

RECEIVED
NOV 30 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6093

September 6, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Mr. Baird French of your Portland office, called recently stating that Mr. Robert Nelson of the Traffic Safety Supply Company, had contacted him in regard to sign contracts awarded to the Electrical Products Corp.

Mr. Nelson stated that the Electrical Products Corp. was acting as a broker and was subcontracting all or a substantial part of the sign contracts. In checking into this matter, we have found that six sign contracts have been awarded to the Electrical Products Corp. Three such contracts, the Judkins Point Interchange Section Signing Contract, Project No. I-5-4(48)193; 6142 the Judkins Point-Cottage Grove Section Signing Contract, Project Nos. I-5-3(26)175 and I-5-3(38) 190; and the Irrigon Junction Interchange Section Signing Contract, Project No. I-80N-5(7)166, have no registered subcontractor.
6132

In three contracts there were registered subcontractors. The Sundial-Rooster Rock Section Signing Contract, Project Nos.
5549 I-80N-2(7)15 and I-80N-1(11)14, in the amount of $32,353.41 had two subcontractors. This was for the installation of steel and wood posts in the amount of $3,648.37 and to furnish and drive piling in the amount of $1,755, which was a total of 17 percent of the over-all contract price.

The Olds Ferry-Idaho Line Section Signing Contract, Project Nos. I-80N-8(9)351 and I-80N-8(8)372, in the amount of $56,699.77 had
5596 two subcontractors. The electrical work was subcontracted for a total of $500 and the installation of signs and sign supports for $7,644.93. The subcontracts amount to 14 percent of the total contract price.

The Washington County Line-Highlands Interchange Section Illumination and Signing Contract, Project Nos. F-318(6) and U-318(4), in the amount of $59,622.68, had one subcontract. This was for the
5543 sign structures at $17,238.10, or a total of 28.9 percent of the over-all contract price.

NOTED

Based upon these data, it does not appear that Electrical Products Corp. has been in violation of the provision of the specifications, which requires that subcontracts not exceed 50 percent of the over-all contract cost.

We attach for your information a list of sign contracts wherein either the Electrical Products Corp. or the Traffic Safety Supply Company have been involved. You will note that the Traffic Safety Supply Company (Mr. Robert Nelson) has been the sign supplier on the greatest bulk of signs furnished.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

Attachment

cc Forrest Cooper ✓
G. S. Paxson
F. B. Crandall

RECEIVED

FOR

FORM 2-30 50M 11-61 40830

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

RECEIVED
[illegible]

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

RECEIVED
JUL 30 1962
FOR FILING

FORM 1X 100M 4-62
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

5-3(26)175
6093

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 25, 1962

Mr. L. N. Ellsworth
Assistant Treasurer
Electrical Products Corporation
3500 S. W. Bond Avenue
Portland 1, Oregon

Dear Mr. Ellsworth:

There are enclosed your copies of the working drawings for the Type "A" signs on the Judkins Point-Cottage Grove Section, Contract No. 6093.

These drawings have been approved as noted.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

by Original signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

DRA:mgm
bc: Tom Edwards
E. Rief
Ellis Jones
Attachment

NOTED
TOM EDWARDS

RECEIVED
JUL 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 19 1962
FOR FILING
6093

FORM

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 18, 1962

Mr. R. L. Vaughn
Manager Highway Sign Division
Ingram-Richardson Manufacturing Co.
Beaver Falls, Pennsylvania

Dear Mr. Vaughn:

The successful bidder on the Judkins Point-Cottage Grove signing project was the Electrical Products Corporation of Oregon, 3500 S.W. Bond Avenue, Portland 4, Oregon.

Very truly yours,

Tom Edwards
Ass't. State Highway Engineer

By Original signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

LEG:mgn/em
bc: Tom Edwards
Ivan Merchant
L. R. Chandler

NOTED
TOM EDWARDS

RECEIVED
JUL 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 2 1962
FOR FILING

7

6093

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
June 26, 1962

SUBJECT: Proposed Sign Revision
Judkins Point-Cottage Grove Section
US99 (I-5)
Lane County

To:

Ivan D. Merchant
Bridge Engineer
BUILDING

We have been instructed to revise the message on Signs No. 4 and 5 on Drawing No. S205 to include the message "McKenzie Highway". This revision should be made as indicated on the attached Drawing S205.

Formal approval of this revision was granted by the Bureau Office on May 28, 1962. A copy of the letter granting approval is attached.

The total estimated cost of this revision is $170.

Would you please transmit the necessary material to accomplish this revision to your resident engineer.

FOR F. B. Crandall
Traffic Engineer

LEG:mgm
Attachment
cc: Tom Edwards ✓

JUN 27 19

NOTED
TOM EDWARDS

RECEIVED
JUN 29 1962
FOR FILING

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 697	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. I-5-3(26)175 5 6093	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Lane
		PROJECT NO. I-5-3(26)175

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 99 Goshen to Cottage Grove

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-1-62	14.5
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 36,946.00	$ 33,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By
ASSISTANT State Highway Engineer
(Title)
By
(Title)
By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ A. W. Parsons
(Division Engineer)
L. R. Backlund
By: L. R. Backlund, Administrative Mgr.
Date executed by Division Engineer June 22, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

June 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway official, for the Goshen - Cottage Grove Section, Project No. I-5-3(26)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:ra

June 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Goshen-Cottage Grove Section, Project No. I-5-3(26)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Oregon State Highway Department

Federal Aid
Project No. I-[illegible]-3 [illegible])175

[illegible]

[illegible] COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 5, 1[illegible]2

[illegible] Code [illegible]
Signing (Sta. [illegible] to Sta. [illegible]) (Contract [illegible])

Removal of Existing Sign Installations	All Req. (70%)		$	637.00
Furnish 8" BP 36# Steel Piling	633 Lin. Ft.	4.42		2,797.86
Drive Steel Piles	47 Only	67.55		3,174.85
Metal Sign Posts	All Req. ([illegible])			2,282.50
Wood Sign Posts	All Req. ([illegible])			3,[illegible]2.80
Type "A" Signs in Place	1,[illegible] Sq. Ft.	5.[illegible]		10,[illegible].33
Type "B" Signs in Place	541 Sq. Ft.	5.[illegible]		3,[illegible].85
Type "C","D" and "[illegible]" Signs in Place	1,3[illegible]7 Sq. Ft.	3.[illegible]		[illegible],[illegible]75.22
Type "[illegible]","F","G" and "[illegible]" Signs in Place	335 Sq. Ft.	3.77		1,262.[illegible]5
Type "[illegible]" Signs in Place	1[illegible] Sq. Ft.	2.[illegible]		[illegible]1.79
Type "[illegible]" and "[illegible]" Signs in Place	105 Sq. Ft.	7.[illegible]		7[illegible].20
			$	33,537.35
Flagging (57½% of Contractors Cost)	All Req.		$	50.00
	Subtotal		$	33,587.35
	10% Engr. & Cont.			3,358.65
	Total			36,946.00

Length of Project - - - - - - - - - - - - - - 14.[illegible] Miles

Federal Funds -	$ 33,[illegible]
State Funds -	3,[illegible].00
	$ 3[illegible],[illegible].00

State Funds For Const: Chap. [illegible]5, Laws 1[illegible]7; Chap. [illegible], Laws 1[illegible];
Chap. 52[illegible], Laws 1[illegible]

State Funds For Maint: Chap. [illegible], Laws 1[illegible]

Oregon State Highway Department

Federal-Aid
Project No. I-5-3(26)175

GOSHEN-COTTAGE GROVE SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 27, 1962

002
Type Code Y031
Signing (Sta. 96+00 to Sta. 783+00)

Removal of Existing Sign Installations	All Required (70%)		$ 280.00
Furnish 8" BP 36# Steel Piling	633 lin.ft.	$ 5.30	3,354.90
Drive Steel Piles	47 only	65.00	3,055.00
Metal Sign Posts	All Required (83%)		3,480.19
Wood Sign Posts	All Required (64%)		4,384.00
Type "A" Signs in Place	1,899 sq.ft.	7.20	13,672.80
Type "B" Signs in Place	541 sq.ft.	7.30	3,949.30
Type "C", "D" and "R" Signs in Place	1,357 sq.ft.	3.75	5,088.75
Type "E", "F", "G" and "H" Signs in Place	335 sq.ft.	4.35	1,457.25
Type "P" Signs in Place	103 sq.ft.	7.50	772.50
Type "K" and "S" Signs in Place	105 sq.ft.	5.50	577.50
			$40,072.19
Flagging (57½% of Contractor's Cost)	All Required		$ 50.00
	Subtotal		$40,122.19
	10% Engr. & Cont.		4,011.81
	Total		$44,134.00

Length of Project - - - - 14.508 Miles

Federal Funds -	$40,000.00
State Funds -	4,134.00
	$44,134.00

RECEIVED
JUN 28 1962

6-2-62

Fo Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. FOR FILING 6-98 I-5-3(26) 175 ~~PROJECT REPORT NO.~~ 6093	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	ATE Oregon COUNTY Lane PROJECT NO. I-5-3(38)190

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 99 Eugene City Limits to Goshen

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-1-62	3.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 48,725.00	$ 44,800.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department) By ASSISTANT State Highway Engineer (Title) By (Title) By (Title)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS ~~XX~~ A. W. Parsons (Division Engineer) L. R. Backlund By: L. R. Backlund, Administrative Mgr. Date executed by Division Engineer June 22, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

June 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway official, for the Judkins Point - Goshen Section, Project No. I-5-3(38)190.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

RNC:ra

June 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Judkins Point-Goshen Section, Project No. I-5-3(38)190.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Oregon State Highway Department

Federal Aid
Project No. I-5-3([illegible])190

[illegible] OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 6, 1962

Type Code [illegible]
Signing (Sta. [illegible] to Sta. [illegible]) (Contract [illegible])

Removal of Existing Signs	All Req. ([illegible])		$ 275.00
Furnishing 8" BP 36# Steel Piling	247 Lin. Ft.	4.42	1,091.74
Drive Steel Piles	18 Only	67.55	1,215.90
Metal Sign Posts	All Req. (175)		467.50
Overhead Sign Structures	All Req. ([illegible])		26,532.50
Sign Structure Modification	All Req.		3,845.00
Wood Sign Posts	All Req. ([illegible])		2,[illegible]48.35
Type "A" Signs in Place (Extended Panels)	904 Sq. Ft.	[illegible]	3,477.60
Type "A" Signs in Place	[illegible] Sq. Ft.	5.07	11,884.32
Type "B" Signs in Place	[illegible] Sq. Ft.	[illegible]	408.00
Type "C","D" and "E" Signs in Place	752 Sq. Ft.	3.46	2,601.92
Type "[illegible]","F","G" and "H" Signs in Place	238 Sq. Ft.	3.77	897.26
Type "[illegible]" Signs in Place	63 Sq. Ft.	[illegible]	[illegible]
			$ 44,246.28
Flagging(5[illegible] of Contractors Cost)	All Req.		$ 50.00
	Subtotal		$ 44,296.28
	10% Engr. & Cont.		4,428.72
	Total		$ 48,725.00

Length of Project - - - - - - - - - - - - - - 3.[illegible] Miles

Federal Funds -	$ 44,[illegible]
State Funds -	3,[illegible]
	48,725.00

State Funds For Const: Chap. 175, Laws [illegible]; Chap. 31, Laws [illegible];
Chap. 529, Laws [illegible]

State Funds For Maint: Chap. [illegible], Laws [illegible]

Oregon State Highway Department

Federal-Aid
Project No. I-5-3(38)190

JUDKINS POINT-GOSHEN SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 27, 1962

Type Code ~~Y091~~ 002
Signing (Sta. 208+00 to Sta. 368+00)

Removal of Existing Signs	All Required (30%)		$ 120.00
Furnishing 8" BP 36# Steel Piling	247 lin.ft.	$ 5.30	1,309.10
Drive Steel Piles	18 only	65.00	1,170.00
Metal Sign Posts	All Required (17%)		712.81
Overhead Sign Structures	All Required		21,000.00
Sign Structure Modification	All Required		3,200.00
Wood Sign Posts	All Required (36%)		2,466.00
Type "A" Signs in Place (Extruded Panels)	504 sq.ft.	7.20	3,628.80
Type "A" Signs in Place	2,276 sq.ft.	7.20	16,387.20
Type "B" Signs in Place	80 sq.ft.	7.30	584.00
Type "C", "D" and "R" Signs in Place	752 sq.ft.	3.75	2,820.00
Type "E", "F", "G" and "H" Signs in Place	238 sq.ft.	4.35	1,035.30
Type "P" Signs in Place	83 sq.ft.	7.50	622.50
			$55,055.71
Flagging (57½% of Contractor's Cost)	All Required		$ 50.00
	Subtotal		$55,105.71
	10% Engr. & Cont.		5,510.29
	Total		$60,616.00

Length of Project - - - - - 3.030 Miles

Federal Funds -	$55,000.00
State Funds -	5,616.00
	$60,616.00

RECEIVED
JUN 25 1962
FOR FILING

6093

COMMISSIONERS
G[illegible] JACK[illegible], CH[illegible]
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 22, 1962

Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 4
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #6093, awarded May 25, 1962, for signing installation on the Judkins Pt.-Cottage Grove Section of Pacific Highway in Lane County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 22 1962
FOR FILING

COMMISSIONERS
GL[illegible]ACKS[illegible]
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

7

6093

June 22, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6093, awarded May 25, 1962, to Electrical Products Corp. of Oregon for signing installation on the Judkins Pt.-Cottage Grove Section of Pacific Highway in Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

RECEIVED
JUN 8 1962
FOR FILING

COMMISSIONERS
GLEN [illegible]KSON, [illegible]
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

[illegible]
6093

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 8, 1962

Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 4
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6093, awarded May 25, 1962,
> for signing installation on the Judkins Pt.-
> Cottage Grove Section of Pacific Highway
> in Lane County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 20, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
L. R. Chandler
Res. Engineer
Ivan D Merchant

RECEIVED
AY 29 19
FOR FILING

I-5-3(26)175
6093

UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 28, 1962

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.2 Salem, Oregon

SUBJECT: Oregon I-5-3(26)175
Judkins Point-Cottage Grove, Signing

Mr. Edward's letter, dated May 24, requested our concurrence in a plans change to the subject project. This plans change will involve signs No. 4 and 5 on T.E. Drawing S-205.

This office concurs with the requested change.

Cc [illegible]
[illegible] 5 31 62

NOTED
TOM EDWARDS

[illegible]

RECEIVED
29 19
FOR FIL
6093

FORM CD-121
(9-22-59)

UNITED [illegible] GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 25, 1962

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-3(26)175
Goshen-Cottage Grove Section (Signing) of the Pacific Highway

This is to advise of our prior concurrence as of this date in award of contract No. 6093, to Electrical Products Corporation of Oregon, Portland, Oregon, low bidder in the total amount of $81,750.58 for the subject project and Project I-5-3(38)190 at the May 23, 1962 bid opening.

merchant
Young

NOTED
G. S. PAXSON

RECEIVED
MAY 29 1962
FOR FILING

FORM CD-121
(9-22-59)

UNITED ST ES GOVERNMENT

Memorandum

. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: May 25, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6093

C.G. Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-3(38)190
Judkins Point-Goshen Section (Signing) of the Pacific Highway

This is to advise of our prior concurrence as of this date in award of contract No. 6093 to Electrical Products Corporation of Oregon, Portland, Oregon, low bidder in the total amount of $81,750.58 for the subject project and Project I-5-3(26)175 at the May 23, 1962 bid opening.

Morgan
facing

NOTED
G. S. PAXSON

RECEIVED
MAY 28 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6093

May 25, 1962

Electrical Products Corp. of Oregon
P. O. Box 1109
Portland 7
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6093 for the following project:

Judkins Point-Cottage Grove Sign Installation on Pacific Highway in Lane County.

This award was based on your bid of $81,750.58 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. C. Savage (SIAC)
I. D. Meecham

RECEIVED
MAY 28 1962
FOR FILING

[illegible]

6093

May 24, 1962

272

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

We respectfully request a plans change in our signing project I-5-3(26)175, Judkins Point-Cottage Grove Section of the Pacific Highway, Interstate 5, and more particularly on TE Drawing S205, Signs No. 4 and 5; that their size be adjusted to include in addition to the word "Springfield" in the same box the words "McKenzie Highway".

We would have this work done by price agreement with our contractor. Time does not permit supplemental notice to plan holders so that this might be included in the original bid.

Your approval is respectfully requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
G. S. Paxson
F. B. Crandall
Ivan Merchant
L. R. Chandler

JAH:mp jw

May 24, 1962

Mr. C. Robert Smith, Manager
Springfield Chamber of Commerce
412 Main Street
Springfield, Oregon

Dear Mr. Smith:

We wish to acknowledge your letter of May 11, and are pleased to know that Springfield's Chamber of Commerce and the McKenzie River Chamber of Commerce, along with the City of Springfield, met and have reconciled the matter of destination signing at the 30th Avenue-McVay Point Interchanges with Interstate 5.

We, as you know, took bids for signing projects which will encompass signs at this interchange on May 23. We are, however, taking steps to see that our final plans are adjusted so that we will direct traffic off the freeway at the ramp terminal not only to Springfield, but to the McKenzie Highway. These changes will be made by our contractor.

We appreciate your effort and those of Mr. Everett Price and Mr. Frank Smiley in bringing about a reconsiliation of the problems inherent in signing where we must reduce the number of messages that we can use to a minimum.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Mr. Everett J. Price, President
McKenzie River Chamber of Commerce

Mr. Frank R. Smiley, City Manager
City of Springfield

bc Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler

JAH:mp jw

FORM E-30 50M 9-61 84387

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

May 22, 1962

SUBJECT: Sign Changes
30th Avenue Interchange (I-5)
South of Eugene
(Completion of Assignment TE 292)

To:

Tom Edwards
Assistant State Highway Engineer
Office

I am returning herewith your file on the above subject which is sign revisions 30th Avenue Interchange, I-5 south of Eugene, and your letter of May 11, 1962 from Mr. C. Robert Smith, along with a draft of a reply to him and a draft of a letter to Mr. C. G. Polk requesting the sign changes. These two changes will be nominal and can be accomplished with a minimum of effort. By making the changes mentioned in the letter to Mr. Polk we then should be able to keep everybody happy (at least for the moment). At such time as we have had a response from Mr. Polk we will submit the necessary plan changes to Mr. Ivan Merchant so that he might see that they are incorporated in the final contract.

I am now returning your Assignment TE 292, as we have resolved the problems that might have been inherent in it, and they have been incorporated in the signing contract.

F. B. Crandall
F. B. Crandall
Traffic Engineer

JAH:mp
Attachments

RECEIVED
MAY 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

SPRINGFIELD CHAMBER OF COMMERCE
412 MAIN ST. - BOX 155
SPRINGFIELD, OREGON

May 11, 1962

Mr. Tom Edwards, Assistant
State Highway Engineer
Oregon State Highway Dept.
State Highway Building
Salem, Oregon

Dear Tom:

A meeting was held on Monday, May 7, 1962, here in Springfield between representatives of the McKenzie River Chamber of Commerce, the City of Springfield and the Springfield Chamber of Commerce concerning the signing off the Pacific Freeway at McVey Point.

We reached complete agreement that signing at this point should carry the names 30th Avenue and Springfield as we had originally agreed upon with Al Head.

It was the hope of Roads and Highways Committee, in reaching this agreement with the McKenzie River delegation, that a sign directing traffic to the McKenzie River Highway could be erected just off the freeway.

Thank you very much for your interest in this matter.

Sincerely yours

C Robert Smith

C. Robert Smith
Manager

CRS:lj
cc: Everett Price
Frank R. Smiley

See when we start
Mc Kenzie R signs

Spring. CofC
RI-6-1651

RECEIVED
MAY 14 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. AL HEAD

FORM E-30 80M 8-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
May 2, 1962

SUBJECT: Sign Changes
30th Avenue Interchange (I5)
South of Eugene

To:

J. Al. Head
Ass't. Traffic Engineer
OFFICE

Pursuant to your request, I did on Tuesday, May 1, contact Mr. Frank Smiley, City Manager, City of Springfield, and with him contacted Mr. C. Robert Smith, Manager, Springfield Chamber of Commerce.

The Springfield people have not yet held a meeting with the McKenzie River Chamber of Commerce and apparently up until the time of my visit, had no intention of doing so. It was the feeling of both the City and the Chamber that Springfield must be shown on the sign. If this was unacceptable to the McKenzie River people, they were sorry but - - - -

After discussing this with these two gentlemen, it was arranged that Mr. Smith would get in contact with representatives of the McKenzie River Chamber of Commerce and that they would attempt to resolve their differences. It appears that the two Chambers are going to co-operate in the erection of a large advertising sign and that it might be through the messages on this sign that they can reach a compromise on our highway signing. They will hold this meeting as soon as possible and will have word to us early next week. I asked Mr. Smith to call you and then confirm by letter.

Val Johnson
Traffic Control Engineer

VPJ:pk
copy to Edwards for his information.
5-2-62 —nje

NOTED
J. AL. HEAD

FORM E-50 80M 8-61 36691

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
April 27, 1962

SUBJECT: Sign Changes
Judkins Point-Cottage Grove Section
TE 292

To:

Tom Edwards
Asst. Highway Engineer
BUILDING

The changes are being incorporated in the Judkins Point-Cottage Grove Sign Project to be let to contract May 23.

Crandall
F. B. Crandall
Traffic Engineer

JAH:njc

Send back To Hood

RECEIVED
APR 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1962
TRAFFIC ENGINEERING

CITY OF SPRINGFIELD
SPRINGFIELD, OREGON

OFFICE OF THE
CITY MANAGER

April 10, 1962

Mr. Forrest Cooper, Chief Engineer
Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon

Re: Proposed Changes in Freeway Signing.

Dear Mr. Cooper:

As a result of a meeting held last week with Al Head and representatives of the Springfield Chamber of Commerce, the Springfield City Council at their regular meeting of April 9th endorsed the changes in freeway signing as discussed with State Highway representatives.

The basic change involved, as far as Springfield is concerned, would be the replacement of McKenzie Highway exit signs for North bound traffic at the McVay interchange with Springfield designations. It was generally felt that, if and when the Laurel Hill interchange and connecting link with Franklin Boulevard could be completed, this would provide a more appropriate exit location for Springfield for the North bound traffic. It was generally agreed, however, that we would support the proposed locations of Springfield signs at the McVay interchange.

To Crandall

4/12/62

Approved
Asst. State Hwy. Engr.

Very truly yours,

Frank R. Smiley

Frank R. Smiley
City Manager

Edw - See me

FRS:mp

RECEIVED
APR 16 1962
TRAFFIC ENGINEERING

RECEIVED
APR 11 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1962
FOR FILING

I-5-3(26)175

6073

UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 1, 1962

C. G. Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Copy To
5-3-62

SUBJECT: Oregon Project I-5-3(26)175

We have approved, as of this date, the P. S. and E. documents for the signing of the Goshen-Cottage Grove Section of the Pacific Highway.

This is to authorize your advertising for bids.

RECEIVED
MAY 3 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 1 1962
FOR FILING

[illegible]

6093

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
January 26, 1962

Agenda Item 1-1

Contract No. 14-03-28366
Tract No. GS-R-29
File No. 34236 - McDonald
Judkins Point-Goshen Section
Pacific Highway
Lane County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached are two copies of a Trust Agreement with the Bonneville Power Administration covering restoration of BPA's transmission line due to slide condition on Judkins Point-Goshen Section of Pacific Highway in Lane County. These copies have been executed by the State Highway Commission and are now ready for execution by the Bonneville Power Administrator.

Please note that $14,200.00 is to be placed in Bonneville Power Administrator Trust Fund.

A partially signed copy of the above Contract has been retained in this office pending receipt of a fully signed copy for the Commission's files.

Secretary

rn
Attach: 2

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1962

AGENDA
JAN 19 1962

* 1l

SUBJECT: AGENDA ITEM FOR
JANUARY 19 MEETING
File No. 34236 - McDonald
Judkins Point-Goshen
Section
Pacific Highway
Lane County

To: Mr. Floyd Query
Secretary

Office

Please place on the agenda of the January 19 Commission meeting the consideration of a Trust Agreement with the Bonneville Power Administration.

A slide condition originating on the Judkins Point-Goshen grading project has damaged and endangered the Bonneville Power Administration transmission line.

Under the terms of this normal Trust Agreement, the cost of necessary restoration has been estimated at $14,200; and Bonneville Power has requested that this sum be placed in a trust fund for accomplishment of the necessary work of relocation and restoration, subject to an audit under normal procedures.

If approved by the Commission, two executed copies should be returned to this office for further handling.

L. I. Lindas
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

Ⓐ
3 COPIES TO
BE SIGNED

(by Commission)

WTW:zg
Attachments
Trust Agreement
in triplicate

cc Mr. L. I. Lindas

FILED
FLOYD QUERY

R. E.

18-8327 Crescent Lake Rock Prod. Proj., 1962
Willamette-Crescent Lake Hwys.

#6094

RECEIVED
SEP 17 1962
FOR FILING

[illegible]-37
6094

September 11, 1962

Home Indemnity Co.,
American Bank Bldg.,
621 SW Morrison St.,
Portland 5, Oregon

Gentlemen:

Contract #6094 awarded to Garte Bros. Co., for rock production on the Crescent Lake Section of the Willamette & Crescent Lake Highways in Lane-Klamath Counties, was completed August 16, 1962, and was accepted by the Highway Commission on September 7, 1962.

Final payment in the amount of $1,127.19 will be released to the contractor as soon as payment processing can be completed, but in no event before September 18, 1962. The total contract amount is $34,985.40 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Garte Bros. Co.,
Route 1, Box 222
Myrtle Creek, Oregon

cc: ~~Forrest Cooper~~
R. L. Porter
L. H. Young
F. D. Morgan
C. H. Maison

RECEIVED
SEP 11 1962
FOR FILING
1X-7904

6094

September 10, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 16 on Contract 6094. The contract was with Carte Bros. and was for rock production on the Crescent Lake Section of the Willamette and Crescent Lake Highways in Lane and Klamath Counties.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 7, 1962, and that you concur in this procedure at the Commission meeting on September 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw hlb

RECEIVED
SEP 6 1962
FOR FILING

6094

Salem, Oregon
September 6, 1962

Acceptance of Contract

Mr. R. L. Porter
Assistant Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

> Contract No. 6094 with Carte Bros. for rock production on the Crescent Lake Section of the Willamette and Crescent Lake Highways in Lane and Klamath Counties, completed August 16, 1962. The final payment, now in process of vouchering, is $1,127.19.

L. M. Young
Office Engineer

[illegible]:jb

cc: Floyd Query
C. N. Maison
F. D. Morgan

RECEIVED
SEP 4 1962
FOR FILING

6094

August 31, 1962

Home Indemnity Company
American Bank Bldg.
621 S. W. Morrison St.
Portland 4, Oregon

Gentlemen:

Semi-final payment on contract #6094 for rock production on the Crescent Lake Section of the Willamette & Crescent Lake Highways in Lane and Klamath Counties, will be released to the contractor, Carte Bros. Co., on or after September 10, 1962.

This payment will be in the amount of $11,988.05 and reduces the retained percentage to $1,109.02.

No claims for labor or materials have been filed with us.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - Carte Bros. Co.
Rt. 1, Box 222
Myrtle Creek, Oregon

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

NOTED
R. L. PORTER

For Week Ending August 25, 19 62

Section Crescent Lake Rock Production
Highway Willamette & Cresent Lake County Lane & Klamath
Contractor Carte Brothers Company
Date of contract May 25, 19 62
Date work started June 4, 19 62
Project authorization $ 41,650.88
Exclusive of engineering $ 38,689.04

Kind of work rock production
Section prefix 18-8327
Contract number 6094
Specified work days 60
Work days used 42
Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $ 36,958.23
Estimated per cent overrun or underrun 3.68 %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 2961.84
Engineering cost to date $ 3,150, 106 %
Date project was completed August 16, 19 52

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The estimate was completed Wednesday, typed and forwarded to Roseburg Thursday.

This is the final report on this project.

AUG 2 1962
MKB
B

C. E.

Signed J. C. Chapman
Address Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			28.5		
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			15,350		
Total quantities corrected to date			14,339.5		
Estimated quantities moved or placed to date			14,339.5		
Average daily quantities			completed		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	all		
Tuesday	week		
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 21 1962
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6094

June 21, 1962

Home Indemnity Co.,
American Bank Bldg.,
Portland 4
Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6094, awarded May 25, 1962, to Carte Bros. Co., for the Crescent Lake Rock Production Project on the Willamette and Crescent Lake Highways in Lane-Klamath Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
JUL 21 1962
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6094

June 21, 1962

Carte Bros. Co.,
Route 1, Box 222
Myrtle Creek
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #6094, awarded May 25, 1962, for the Crescent Lake Rock Production Project on the Willamette and Crescent Lake Highways in Lane-Klamath Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 30 1962

FOR FILING

6094

June 20, 1962

Jones Insurance Agency
P. O. Box 11
Myrtle Creek
Oregon

ATTENTION: Robert A. Jones

Dear Mr. Jones:

I owe you a big, fat apology Mr. Jones for this whole mixup on Power of Attorney. The two copies of contract #6094 and your letter were received this morning.

The only reason I can give is, I neglected to look in the Power of Attorney file before sending our Office Copy to the Insurance Department. If I had looked, all this would have been avoided, for we do have your Power of Attorney referred to in your letter.

Many contracts have been going through in bunches lately, and in the hurry I forgot to take a look at the file. That is the only way I can account for it. Please accept my apology.

Very truly yours,

Office of Secretary
OREGON STATE HIGHWAY COMMISSION

dc

INSURED HOME NEW YORK
ORGANIZED 1853

The **HOME** *Insurance Company*
New York, N.Y.

JONES INSURANCE AGENCY 863-3221
P. O. Box [illegible] - Myrtle Creek, Oregon - Telephone: [illegible]
CAPABLE -:- This Agency has represented the Home since 1918 -:- EXPERIENCED

June 19, 1962

Oregon State Highway Commission
State Highway Department
Salem 10, Oregon

Gentlemen:

We have your letter of June 18, and inasmuch as Mr. Dyer is out of the office today I am taking the liberty of answering you.

We are at a loss to understand why the Insurance Department does not have on file a copy of the Power of Attorney for both Robert A. Jones and Leonard A. Dyer.

The reason we did not attach Power of Attorney to the bond on Carte Bros. Co. for Contract #6094 was because we had recently executed a bond for them to which we attached Power of Attorney, therefore, we assumed it was unnecessary to attach another one at this time. We are returning your copies of the contract with Power of Attorney for Leonard A. Dyer attached to each. Also, we are sending a copy of your letter and Certified Copy of Power of Attorney to the Insurance Department.

We trust you will now find everything in order.

Yours very truly,

Robert A. Jones

Robert A. Jones
Jones Insurance Agency

RAJ:mp

RECEIVED
JUN 20 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 18 1962
FOR FILING
[illegible]

6094

June 18, 1962

Home Indemnity Co.,
Jones Insurance Agency
P. O. Box 11
Myrtle Creek, Oregon

Gentlemen:

This letter is with regard to contract #6094, awarded to Carte Bros. Co., May 25, 1962, for the Crescent Lake Rock Production Project on the Willamette and Crescent Lake Highways in Lane-Klamath Counties.

Your name appears as agent for surety, Home Indemnity Company. On June 13th we received the two copies of this contract. As there was no Resident Agent's signature, I called the Portland Office and they advised me to send the copies in to them and they would put on a Resident Agent, Mr. L. M. Thompson.

On June 15th our copy marked "Office Copy" was sent to the Insurance Department for their approval and this morning our copy returned with the attached note on the Bond page (9). Will you please take care of this matter at your earliest convenience and thank you.

Very truly yours,

Office of Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Attach.

132 State Highway Bldg.,
Salem, Oregon

RECEIVED
JUN 13 1962

FOR FILING

[illegible]

6094

June 13, 1962

Home Indemnity Company
American Bank Bldg.,
Portland 4
Oregon

ATTENTION: Surety Department

Gentlemen:

You will find enclosed the two copies of contract #6094 awarded to Carte Bros. Co., on May 25, 1962, for the Crescent Lake Rock Production Project on the Willamette and Crescent Lake Highways in Lane-Klamath Counties.

This is the contract I called you about this morning, which needs a Resident Agent's signature on the Bond page (9) of each copy.

Thank you for taking care of this matter.

Very truly yours,

Office of Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

132 State Highway Bldg.,
Salem, Oregon

RECEIVED
JUN 8 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 7, 1962

Carte Bros. Co.,
Route 1, Box 228
Myrtle Creek
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> **Contract #6394, awarded May 25, 1962, for the Crescent Lake Rock Production Project on the Willamette and Crescent Lake Highways in Lane-Klamath Counties.**

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 19, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

cc: L. H. Young
L. R. Chandler
Res. Engineer
Frank Morgan

RECEIVED
MAY 28 1962
FOR FILING

10-[illegible]

6094

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Carte Bros. Co.,
Route 1, Box 222
Myrtle Creek
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6094 for the following project:

Crescent Lake Rock Production Project on the Willamette and Crescent Lake Highways in Lane-Klamath Counties.

This award was based on your bid of $37,023.00 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

21-4230 Clean & paint struct. steel 1962
above roadway in Yaquina Bay
#6095 Br. in Newport, Ore. Coast Hwy.

RECEIVED
[illegible] 1962
FOR FILING
[illegible]
6095

November 21, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Ave.
Portland 4, Oregon

Gentlemen:

On November 19, 1962 you were notified of the release of final payment on contract #6095, awarded to C. H. Savage Co., for the maintenance painting on the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

Final payment on this contract is $5947.38 and the total contract amount is $33,985.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

al

cc: C. H. Savage Co.
4126 SE Milwaukie
Portland 2, Oregon

C. H. Maison

NOTED ON CARD
AL

RECEIVED
DEC 6 1962
FOR FILING

[illegible]

[illegible]

November 19, 1962

AGENDA
NOV 20 1962
Noa

General Insurance Co. of America
Portland Service Office
209 SW 4th Ave.
Portland 4, Oregon

Gentlemen:

Contract 16085 awarded to C. H. Savage Co., contractor, for maintenance painting on the Yaquina Bay Bridge of the Oregon Coast Highway in Lincoln County was completed on October 28, 1962 and accepted by the Highway Commission on October 28, 1962.

Final payment will be released to the contractor as soon as payment processing can be completed, but in no event before November 27, 1962.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

al

cc: C. H. Savage Co.
4126 SE Milwaukie
Portland 2, Oregon

~~R. L. Porter~~ Stephenson
L. H. Young
C. H. Maison

NOTED ON CARD
AL

RECEIVED
NOV 20 1962
FOR FILING

November 16, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed October 28 on Contract 6095. The contract was with the C. H. Savage Company and was for the Yaquina Bay Bridge Maintenance Painting on the Oregon Coast Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 28, 1962, and that you concur in this procedure at the Commission meeting on November 20.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
F. H. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
JAN 7 1964
FOR FILING

6095

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1962

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

OFFICE

C. H. Savage Company completed work on Contract No. 6095, Yaquina Bay Bridge Maintenance Painting on the Oregon Coast Highway in Lincoln County on October 28, 1962. This contract is ready for acceptance by the Commission.

This is a State project and does not require final inspection nor concurrence in acceptance by the Bureau of Public Roads.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

dl
cc: Floyd Query
D. B. Parkes

RECEIVED
NOV 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 5 1962

D Cook

FOR FILING

6095

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments
OFFICE

C. H. Savage Company began work on the Yaquina Bay Bridge Painting project on the Oregon Coast Highway in Lincoln County, Contract No. 6095, on June 27, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUN 28 1962
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 27, 1962

C. H. Savage Co.,
4126 SE Milwaukie
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #6095, awarded May 25, 1962, for maintenance painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 27 1962

FOR FILING

6095

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 27, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

> Contract #6095, awarded May 25, 1962, to C. H. Savage Co., for maintenance painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
1962
FOR FILING
91-4230
95

PAINTING - DECORATING - WATERPROOFING - SANDBLASTING

C. H. Savage Company

BELMONT 4-9541

[illegible] AVENUE PORTLAND 3, OREGON

June 14, 1962

files

Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon

Gentlemen:

Re: Contract No. 6095
Yaquina Bay Bridge

We are returning herewith, two copies of the Contract and Bond for subject job; they have been fully and properly executed by our Company and our Surety.

Per your instructions, we are retaining the Contractor's copy for our file. Thank you.

Very truly yours,

C. H. SAVAGE COMPANY

By C Savage

dc

CHS/b
Encls.

RECEIVED
JUN 25 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 6 1962
FOR FILING

6095

COMMISSIONERS
GLEN[illegible]KSON, [illegible]
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1962

C. H. Savage Co.,
4126 SE Milwaukie
Portland 2
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6095, awarded May 25, 1962,
> for maintenance painting the Yaquina Bay
> Bridge on the Oregon Coast Highway in
> Lincoln County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 16, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Encl.

cc: L. H. Young
J. D. Walker
Res. Engineer
Ivan D. Merchant

RECEIVED
MAY 28 1962

FOR FILING

27-11520

6095

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

C. H. Savage Co.,
4125 SE Milwaukie Avenue
Portland 2
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6095 for the following project:

Cleaning-painting structural steel on Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

This award was based on your bid of $33,985.00 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

de

cc: Frank Morgan
L. H. Young
R. G. Savage (SL&C)
I. D. Merchant

RECEIVED
APR 16 1962

FOR FILING

34-4230

6075

April 13, 1962

C. H. Savage Company
4126 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on April 11, 1962, received bids for clean and paint structural steel above the roadway of Yaquina Bay Bridge on Oregon Coast Highway at Newport in Benton, Linn and Lincoln Counties, and at its meeting on April 13, 1962, considered your bid, along with the others received for this project. The Commission rejected all bids as being too high.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

21-1064 Sulphur Cr.-Summit Sec., Salmon 1962
River Hwy., E. of Rose Lodge
#6096

RECEIVED
MAR 20 1964

FOR FILING

6096

March 20, 1964

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $125.00 will be made to Calkins Crushing Co., on contract #6096 for paving the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties, as soon as the warrant is prepared.

The total amount paid on this contract will be $158,741.91, including the post-final payment. Of the total, $2,197.90 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Calkins Crushing Co.,
Oceanlake
Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAR 13 1964

FOR FILING

March 12, 1964

Calkins Crushing Co.,
Oceanlake
Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 12, 1964, discussed with the Engineer your request for an extension of time on contract #6096. You requested 14 additional workdays within which to complete the paving on Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted you 1 additional workday without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: R. D. Asburry
Ross Harris
Frank Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
FEB 4 - 1964
FOR FILING

[illegible]

6-096

February 3, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 1
March 12, 1964 Meeting

Gentlemen:

We have received a request for a time extension on the Sulphur Creek-Summit Section, paving project on the Salmon River Highway in Lincoln, Tillamook and Polk Counties. This project, Contract No. 6096, was under contract to Calkins Crushing Company of Oceanlake.

The original time allowance in the contract was 70 workdays. The project was completed on July 2, 1963, after being charged 84 workdays. The contractor cites overruns on base rock and borrow excavation quantities to justify his requested 14-day increase, but these are offset by underruns in the 3/4"-0 in base and AC paving quantities. He also cites an overrun in the number of guide posts, and we have determined that the additional 97 posts required one extra workday on the project.

We, therefore, recommend an extension of one workday. This is a State project, so Bureau of Public Roads' concurrence is not required.

This matter will be presented to you at the March 12 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment
cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:fp bbc

RECEIVED
APR 3 1964
FOR FILING

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6096

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#1

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6096 Contractor Calkins Crushing Co.

Highway Salmon River

Section Sulphur Creek-Summit

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~or GRANTED~~. The reasons for such recommendation are as follows:

All special borrow was performed near the beginning of the project. The overrun in no way attributed to the overrun in time. The Coarse Base Material was all placed at a time when no workday charge was made so should not affect the number of workdays to complete project. Recommend extension of one day to cover the time of overrun in the installation of the guide posts.

APPROVED BY HIGHWAY COMMISSION
DATE March 12, 1964 for one workday
Floyd Query
Secretary

Recommended for Approval:

R. D. Ashbury
Division Engineer

S. L. Decker
Construction Engineer or Bridge Engineer

Lloyd P. Shaw
ASSISTANT State Highway Engineer

Contract No. 6096

Project designation State
State-Federal

Date awarded May 25, 1962

Work started May 31, 1962

Per cent completed 100% July 5, 1963
Date

No. of Workdays Allowed 70

No. of Workdays Used 84

No. of Added Workdays Requested ~~One~~ 14

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date January 17, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 70 days to 84 days, within which to complete our Contract No. 6096, without the assessment of liquidated damages. The said contract is described as follows: Lincoln, Tillamook & Polk Counties, Salmon River Highway, Sulpher Creek-Summit Section.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Item 3 -- Special Barrow Excavation. Bid was for 1,155 yds., but did 2,591.8 yds. Item 8 -- Course Base Material. Bid was for 2,400 yds. 1,437 yds. was on the Park, all the rest was put on shoulders -- 2,221 yds., making a total of 3,658 yds. Item 7 -- Guide Posts P.W-1. Bid was for 330, but put in 457. Other work that we did on the job which was not in the Contract and took extra time: Move mail boxes, clear log from stream and signing.

Respectfully submitted,

CALKINS CRUSHING CO.
Contractor

By Loyd Calkins

CONSENT OF SURETY

Date 1-20-64, 19

We, UNITED PACIFIC INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

BY: Victor S Risley
Victor S. Risley Attorney-in-fact

Countersigned: VICTOR S. RISLEY CO. (SEAL)
BY: Victor S Risley
Oregon Resident Agent

FORM E-30 50M 3-63 49807

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1964

SUBJECT: Time Extension
Sulphur Creek-Summit Section
Salmon River Highway
Contract No. 6096

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

Attached is a request from Calkins Crushing Company of Oceanlake for a time extension equal to the amount of overrun in the time charged against this contractor. The contractor cites overruns in special borrow excavation, coarse base material and guide posts as justification for the requested increase.

The contractor conveniently neglected to mention offsetting underruns in the 3/4"-0 in base, sprinkling and AC mixture. Taken as a total contract, the original total of the work to be done by the contractor, including both bid and anticipated (flagging, signing) items, was $166,112. The total work done by the contractor was $161,539.84. Of the 14 bid items, two were even, four overran the bid amount and the other eight underrun the bid amount.

The primary reason for the overrun of time on this project was the fact that the contractor did no work of any kind on the project between August 24, 1962 and the spring of 1963. He moved in a hot plant, except for the drier, and set it up during August, and then just abandoned the job. Between August 24 and October 8, 1962, when a "shut-down" order was issued on paving, a total of 20 workdays were charged. A total of 68 days had been charged up to October 8.

The project was completed on July 2, 1963 with a total of 84 workdays charged. A total of 70 days was originally allowed.

The guide posts, which were placed after the completion of paving, overran 38.5 per cent of the bid amount. The original bid amount was 330 posts and the total number placed was 427. A crew can install about 250 posts per day, so instead of the 1-1/2 days originally anticipated, this work required 2 full days. We can thus justify one additional workday for this overrun.

NOTED
LLOYD P. SHAW

This is a State project, so Bureau of Public Roads' concurrence is not required. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:fp
Attach.
cc L. H. Young

RECEIVED
JAN 30 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 23 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

1-1964

6' 16

January 20, 1964

Calkins Crushing Company
Oceanlake,
Oregon

RE: Sulphur Creek-Summit Section
Salmon River Highway
Contract No. 6096

Attention: Mr. Loyd Calkins

Gentlemen:

This will summarize the discussions and decisions in our claim meeting of January 16 in the Construction Engineer's office, said meeting being called at your request. The following people attended this meeting:

Representing the Contractor	Representing the State
Loyd Calkins	J. F. Putnam
George Berry	G. L. Decker
Robert Burch	R. D. Asburry
Mr. Page	Arthur Duffy
	Ross Harris

NOTED
LLOYD P. SHAW

The claims discussed were as outlined in your letter of December 20 as follows:

1. Extra hauling of 3/4"-0 crushed rock, 532 yards at .35 - $186.20

This haul was from material stockpiled by you on a site provided by the State. Quantities stockpiled were determined by you. The State should not be responsible for any adverse haul that might develop from this operation. This claim was denied.

2. Moving Pipe after it was installed - $461.00

Our records show the original installation of this pipe was not to elevation or alignment shown on layout stakes, with the flow line being approximately 1.8 feet in error. Any cost to reinstall the pipe to staked line and grade should not be borne by the State. This claim was denied.

3. Removing logs from creek bed outside of job - $125.00

The basis for this claim was that you had been reimbursed for moving logs from another location by separate agreement. However, when it was pointed out this other location was outside of excavation areas and the logs pertaining to this claim were inside designated construction areas, you withdrew your claim on this item.

4. Finishing Shoulders after paving was done. Shoulders were 4 feet wide, not 20 feet. - $1,423.32.

The work to be done on shoulders is clearly outlined on Page 14 of the special provisions. Nothing was brought forth to show any work was done that could not be expected under these provisions. This claim was denied.

5. Liquidated damages charged us. We do not think this should have been charged. Seven days - $875.00.

It was explained to you that should a Request for an Extension of Time be submitted, supported by valid reasons, it would be given every consideration. You agreed to submit this request.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
cc Lloyd Shaw
L. H. Young
R. D. Asburry

[illegible]
OFFICE OF
[illegible]

FORM [illegible]128X 80M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 23, 1963

Calkins Crushing Company
Oceanlake
Oregon

Attention: Loyd Calkins

Gentlemen:

This will acknowledge receipt of your letter of December 20 concerning a claim for additional compensation on Contract No. 6096 on the Sulpher Creek-Summit Section of the Salmon River Highway.

I am forwarding your letter to Mr. Lloyd Shaw, Assistant State Highway Engineer, in charge of Construction for such action as is appropriate.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

✓ cc Lloyd Shaw

CONSTRUCTION DIVISION
RECEIVED
DEC 27 1963

996-3332
TELEPHONE ~~[illegible]~~

RESIDENCE TELEPHONE 994-2818

Calkins Crushing Co.

OCEANLAKE, OREGON

December 20, 1963

Re: Claims on Contract No.6096
Sulpher Creek-Summit Section
Salmon River Highway
Lincoln,Tillamook & Polk
Counties.

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

I am presenting to you the following claims on Contract No. 6096:

1. Extra hauling of 3/4 - 0 crushed rock. 532 yds. @ .35	$186.20
2. Moving pipe after it was installed	461.00
3. Removing logs from creek bed out side of job	125.00
4. Finishing shoulders after paving was done. Shoulders were 4 ft. wide, not 20 ft.	1,423.32
5. Liquidated damages charged us. We do not think this should have been charged. 7 days	875.00
Total claim	$3,070.52

I would like to hear from you as to when I could meet with you to get this settled.

Very truly yours,

Calkins Crushing Co.

Loyd Calkins

Loyd Calkins

LCl

FORM E-122X 50M 2-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 3 1964
FOR FILING

6096

January 2, 1964

Calkins Crushing Company
Oceanlake,
Oregon

Attention: Mr. Loyd Calkins

RE: Sulphur Creek-Summit Section
Salmon River Highway
Contract No. 6096

Gentlemen:

Your December 20, 1963 letter presented certain claims and requested a meeting to discuss these claims.

One o'clock Thursday, January 9, in the Construction Engineer's office, Room 212 State Highway Building, Salem, has been tentatively set for this meeting. Will you please advise if this meets with your approval.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp

cc Lloyd Shaw
R. D. Asburry

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OFFICE OF
STATE HIGHWAY ENGINEER

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6096

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1963

SUBJECT: Sulphur Creek-Summit Section
Salmon River Highway
Contract No. 6096

To: Mr. R. D. Asburry
Division Engineer
State Highway Department
Salem, Oregon

Attached are copies of December 20 claim letter from Calkins Crushing Company and December 23 letter from Floyd Query to the contractor.

Will you please analyze the claim items as presented by the contractor and advise this office of the earliest convenient date for a meeting with Mr. Calkins.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
Attach.
cc Lloyd Shaw

RECEIVED
DEC 23 1963
FOR FILING

[illegible]

6096

December 23, 1963

Calkins Crushing Company
Oceanlake
Oregon

Attention: Loyd Calkins

Gentlemen:

This will acknowledge receipt of your letter of December 20 concerning a claim for additional compensation on Contract No. 6096 on the Sulpher Creek-Summit Section of the Salmon River Highway.

I am forwarding your letter to Mr. Lloyd Shaw, Assistant State Highway Engineer, in charge of Construction for such action as is appropriate.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc Lloyd Shaw

996-3337
TELEPHONE ~~[illegible]~~

RESIDENCE TELEPHONE 994-2818

Calkins Crushing Co.

OCEANLAKE, OREGON

December 20, 1963

Re: Claims on Contract No.6096
Sulpher Creek-Summit Section
Salmon River Highway
Lincoln,Tillamook & Polk
Counties.

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

I am presenting to you the following claims on Contract No. 6096:

1. Extra hauling of 3/4 - 0 crushed rock. 532 yds. @ .35	$186.20
2. Moving pipe after it was installed	461.00
3. Removing logs from creek bed out side of job	125.00
4. Finishing shoulders after paving was done. Shoulders were 4 ft. wide, not 20 ft.	1,423.32
5. Liquidated damages charged us. We do not think this should have been charged. 7 days	875.00
Total claim	$3,070.52

I would like to hear from you as to when I could meet with you to get this settled.

Very truly yours,

Calkins Crushing Co.

Loyd Calkins

Loyd Calkins

LCl

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NOV 1 2 1963

FOR FILING

[illegible]

6096

November 12, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On September 6, 1963, we wrote to you concerning release of final payment on contract #6096, awarded to Calkins Crushing Co., for paving the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties.

Final payment on this contract is $12,342.98 and the total contract amount is $158,616.91, including $2,197.90 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Calkins Crushing Co.,
Oceanlake
Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
OCT 29 1963
FOR FILING

October 28, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Semi-final payment on contract #6096 for paving on the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties, will be released to the contractor, Calkins Crushing Co., after November 4, 1963.

This payment of $1,752.79 reduces the retained percentage to $12,342.90.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Calkins Crushing Co.,
Oceanlake
Oregon

cc: C. H. Maison
Attn.: John Herr

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: -

WEEK ENDING: September 28, 1963

SECTION: Sulphur Creek-Summit

SECTION PREFIX: 21-1064

HIGHWAY: Salmon River

COUNTY: Lincoln, Tillamook & Polk

NAME OF JOB: Sulphur Creek-Summit Section

KIND OF WORK: Paving

CONTRACTOR: Calkins Crushing Company

CONTRACT NUMBER: 6096

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: May 25, 1962

DATE WORK STARTED: May 31, 1962

ESTIMATED COMPLETION DATE: -

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: None SUPERVISION: None

SPECIFIED WORK DAYS: 70

WORK DAYS USED: 84

PERCENT OF TIME ELAPSED: 120

PROJECT AUTHORIZATION: $ 189,126.00

ENGINEERING AUTHORIZATION: $ 13,448.96

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

EXCLUSIVE OF ENGINEERING: $ 175,677.04

ENGINEERING COST TO DATE: $ 15,134.84

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 159,809.57

PERCENT OF AUTHORIZATION: 112.5 %

ESTIMATED PERCENT: UNDERRUN . . . . . 9.0 %

DATE PROJECT WAS COMPLETED: July 2, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE	MAT'L. PROD.	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	Rest Area	7.81			7.81
MILES PARTIALLY COMPLETED					
MILES COMPLETED	100%	7.81			7.81
TOTAL ESTIMATED QUANTITIES (CONTRACT)	2,370 cy.	6,850 cy.			17,400 ton
TOTAL QUANTITIES CORRECTED TO DATE	2,270 cy.	6,864 cy.			16,028 ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	2,270 cy.	6,864 cy.			16,028 ton
AVERAGE DAILY QUANTITIES		375 cy.			845 ton
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME		0			0
NUMBER OF SHIFTS PER DAY		0			0
HOURS PER SHIFT		0			0

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Rain		
MONDAY	Fair		
TUESDAY	Fair		
WEDNESDAY	Fair		
THURSDAY	Fair		SEP 30 1963
FRIDAY	Fair		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Completed work on the semi-final estimate and will submit same Monday, 9/30/63.

FINAL REPORT

SIGNED Arthur Duffy

ADDRESS P. O. Box 30, Salem, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
SEP 9 1963

FOR FILING

September 6, 1963

United Pacific Insurance Co.
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Wn.

Gentlemen:

Contract No. 6096, awarded to Calkins Crushing Co. for paving the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln, Tillamook and Polk Counties, was completed July 2, 1963 and accepted by the Highway Commission September 5, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before September 13, 1963.

No claims for labor or material have been filed with us.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Calkins Crushing Co.
Oceanlake
Oregon

L. H. Young
C. H. Maison
  Attn.: John Herr

fp

NOTED ON CARD

RECEIVED
SEP 6 1963

FOR FILING

6096

September 5, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed July 2 on Contract No. 6096. The contract was with Calkins Crushing Company and was for paving on the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln, Tillamook, and Polk Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 5, 1963, and that you concur in this procedure at the Commission meeting on October 10.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

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FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1963

SUBJECT: Sulphur Creek-Summit Section
Salmon River Highway
Contract No. 6096

To: Mr. R. D. Asburry
Division Engineer

BUILDING

Attached find copy of letter from Page Paving Company directed to Calkins Crushing Co. and the Oregon State Highway Commission wherein the paving company is not willing to accept any responsibility for corrective measures that may be needed because of alleged "changed conditions". Settlements and blowdown litter are enumerated as part of the changed conditions.

This matter was discussed with Mr. Wimer today. He will resolve and furnish copy of terms.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Construction Engineer

GLD:bjh
Attachment

cc: L. P. Shaw (Attach.)

NOTED
LLOYD P. SHAW

RECEIVED
APR 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION .... MAILING ADDRESS: P. O. BOX 2206, SALEM, OREGON

TELEPHONE: EMPIRE 4-5218

April 22, 1963

Calkins Crushing Co.
Oceanlake, Oregon
and
Oregon State Highway Commission ✓
Salem, Oregon

CONSTRUCTION DIVISION
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Re: Sulphur Creek-Summit Section
Contract #6096

Gentlemen:

A recent observation of the reference section of the Salmmn River Highway showed that changed conditions have occurred. The present roadway has numerous settlements, some severe and blowdown litter is scattered throughout the project.

Notice is hereby given to all concerned that we will not deem ourselves responsible for the corrections that may be necessitated by these changed conditions.

Very truly yours,

PAGE PAVING COMPANY

Emerson B. Page
Presddent

EBP/p

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OREGON
STATE HIGHWAY COMMISSION

NOTED
LLOYD P. SHAW

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JUN 25 1962
FOR FILING

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COMMISSIONERS
JA[illegible] [illegible]AN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

-1064

6096

June 22, 1962

Calkins Crushing Co.,
Oceanlake
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #6096, awarded May 25, 1962, for paving the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
FORM E-123
JUN 22 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6-96

June 22, 1962

United Pacific Insurance Co.,
Portland Branch Office
415 SW 10th Avenue'
Portland 5, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6096, awarded May 25, 1962, to Calkins Crushing Co., for paving the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
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FOR FILING

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 7, 1962

Calkins Crushing Co.,
Oceanlake
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6096, awarded May 25, 1962,
> for paving the Sulphur Creek-Summit
> Section of Salmon River Highway in
> Lincoln-Tillamook-Polk Counties.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 19, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.
dc

cc: L. H. Young
J. D. Walker
Res. Engineer
Frank Morgan

RECEIVED
FORM E-123
MAY 28 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
C. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

6-/[illegible]

May 25, 1962

Calkins Crushing Co.,
Cecomlake
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6006 for the following project:

Paving the Sulphur Creek-Summit Section of the Salmon River Highway in Lincoln-Tillamook-Polk Counties.

This award was based on your bid of $164,572.00 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

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FOR FILING
5-1064

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1962

SUBJECT: Sulphur Creek - Summit Section, Salmon River Highway

To:

Mr. F. D. Morgan
Construction Engineer
Building

Transmitted herewith are two plan sheets and one estimate for the proposed acceleration-deceleration lanes and parking areas for the improvements in H. B. Van Duzer Forest Corridor Wayside.

Please incorporate this work in the paving contract on the Sulphur Creek-Summit Section of the Salmon River Highway.

This work is included in the 1962 Parks Budget.

Mark H. Astrup
Mark H. Astrup
State Parks Superintendent

JB:hl

cc: P. M. Stephenson ✓
A. L. Porter
J. B. Walker

RECEIVED
FEB 29 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

SULPHUR CREEK - SUMMIT SECTION

Salmon River Highway

H. B. Van Duzer Forest Corridor Wayside

SULPHUR CREEK PARKING AREAS

Item	Units	Net	Allow	Total	@	Cost
Clearing & Grubbing	All	All	-	All	-	$ 750
General Exc. Uncl.	CY	2070	200	2270	.60	1362
Drainage Exc. Uncl.	CY	51	5	56	3.00	168
Spec. Borrow Exc. Uncl.	CY	140	15	155	3.00	465
18 Inch Conc. Pipe	Lin. Ft.	72	9	81	5.00	405
Coarse Material in Base	CY	2816	284	3100	3.00	9300
3/4"-0 Material in Base	CY	732	73	805	3.50	2817.50
Class C Asphaltic Conc.	Ton	836	44	880	7.00	6160
						$21,427.50
			Engr. & Cont.			2,572.50
			Total			$24,000.00

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
December 21, 1961

SUBJECT: Location Prospectus
Sulphur Creek Summit Section
Salmon River Highway
#39 - FAP 23 - ORE18

To:
Tom Edwards
Asst. State Highway Engineer
BUILDING

I had cause to make a summary of traffic data concerning the Sulphur Creek-Summit Section of the Salmon River Highway. I did this because the Location Prospectus issued November 28, 1961, calls for an asphaltic concrete overlay for this section. You will note from the figures below that the Department should be considering a four-lane highway improvement rather than a two-lane improvement. It is possible that the existing two-lane improvement is a part of an overall ultimate four-lane development, but the prospectus is silent in this direction.

The table below summarizes various items of data for this section. These data are based upon the permanent recorder at Fort Hill.

	1960	Projected 1980
Average Daily Traffic	2,300	3,910
Summer Traffic 1/	2,921	4,966
August Traffic	3,427	5,826
Maximum Day	5,934	10,087
Maximum Hour	623	1,059
30th Highest Hour	439	746

1/ May through September

It might also be mentioned that trucks and busses constitute 20.5% of the total volume. During August and July weekend volumes are running slightly more than twice the ADT.

If we consider operating speeds of 45 to 50 MPH as being acceptable during the design hour, the capacity of this section would be 900 vehicles per hour less the effect of trucks. Because of the heavy truck volume and the terrain, the practical capacity of the section would be 567 vehicles per hour or only 3,000 vehicles per day.

NOTED
TOM EDWARDS

Copy to Porter

The 3,000 figure would probably be applicable only on weekdays when the trucks were running. On weekends with no trucks, the capacity would be about 4,700 vehicles per day.

I believe that the data presented above clearly illustrate the need for four lanes on this highway during weekends at the present time and for four lanes at all times by 1980.

F B Crandall
F. B. Crandall
Traffic Engineer

JAH:tm

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OFFICE OF
STATE HIGHWAY ENGINEER

11-28-61

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FOR FILING
21-1064
6096

NOTED
State Highway Engineer

LOCATION PROSPECTUS

SECTION: Sulphur Creek Summit

HIGHWAY: Salmon River State Primary No. 39
Federal Aid Primary No. 23

COUNTY: Lincoln, Tillamook, and Polk.

TERMINI: Westerly - 3.52 miles easterly of Rose Lodge.
Easterly - 1.87 miles easterly of Boyer.

LENGTH: Existing - 7.81 miles. Proposed - Same.

NARRATIVE: This will be a location survey to prepare plans, estimate and specifications for an asphaltic concrete overlay on the existing facility. This project is in the 1962 State Construction Budget.

CHARACTERISTICS:

	Existing Facility	Proposed Facility
ADT	2,300 (1960)	3,910 (1980)
Maximum Grade	5.1%	Same
Max. Curvature	10°	Same
Rise and Fall	1,008'	Same
Central Angle	790°	Same

TYPICAL SECTION: 24-foot traveled way with 4-foot shoulders.

BASE DESIGN: 1½-inch asphaltic concrete overlay on existing facility.

MATERIAL SOURCES: Local, State and commercial.

ADDITIONAL FACILITIES: Interchanges - None.
Railroad crossings - None.

Bridges -	M.P.	Length	Horizontal Clearance
	9.49	46'	22'

AGREEMENTS: None required.

STATE PARKS: None.

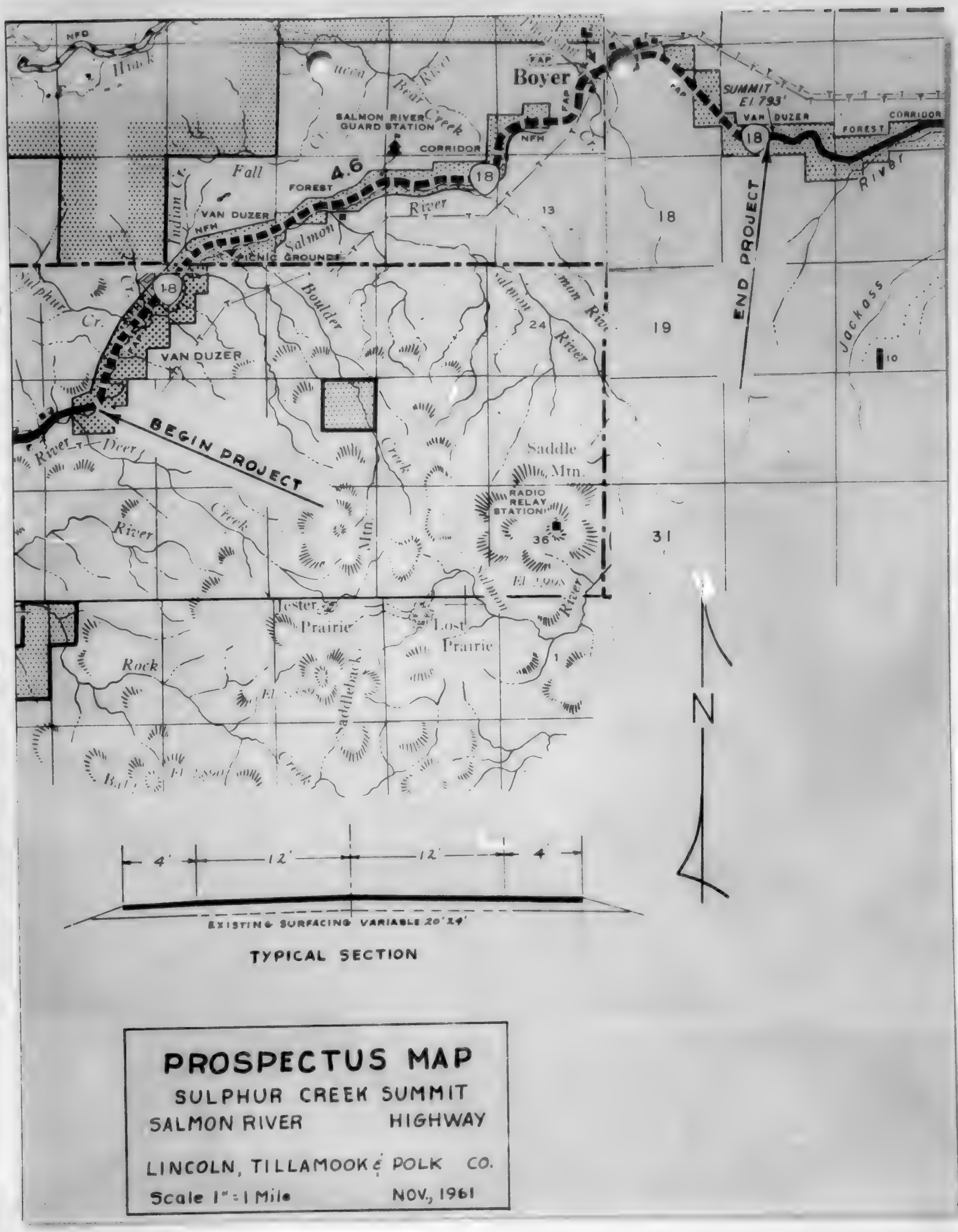
ROADSIDE REST AREAS: Salmon River.

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

November 28, 1961

Attach.

cc
W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
J. D. Walker (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
Walter Wright (3)



TYPICAL SECTION

PROSPECTUS MAP

SULPHUR CREEK SUMMIT
SALMON RIVER HIGHWAY

LINCOLN, TILLAMOOK & POLK CO.

Scale 1" = 1 Mile NOV., 1961

322-1717 Halsey (First & "A" Sts.) Sec. 1962
of city streets

#6097

Sp. St. Tax Street Fund. 62

RECEIVED
SEP 4 1962
FOR FILING

[illegible]

[illegible]

September 4, 1962

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6097 awarded to Morse Bros., for grading and paving First and "A" Streets in the city of Halsey, Linn County, was completed July 17, 1962, and accepted by the Highway Commission on August 9, 1962.

Final payment in the amount of $501.94 will be released to the contractor on or after September 11, 1962. The total contract amount is $12,913.66 including $11.61 for work performed under force account.

No claims for labor or material have been filed with us.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Morse Bros.
P. O. Box 266
Lebanon, Oregon

fp

RECEIVED
JG 23 1962
FOR FILING

[illegible]

6097

August 23, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Semi-final payment on contract #6097 for grading-paving 1st Street and A Street in Halsey, Linn County, will be released to the contractor, Morse Bros., on or after August 30, 1962.

This payment will be in the amount of $12,411.72 and reduces the retained percentage to $500.00.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Morse Bros.,
P. O. Box 266
Lebanon
Oregon

62X6

61-10

61-10
Halsey
1st St. from "C" St. looking N
3-16-61

---

62 x 6

First St from "C" St finished project
Aug 13-62

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug 4, 1962

Section Halsey (1st & A Streets)

Kind of work Grading and Paving

Highway city streets County Linn

Section prefix 322-1717

Contractor Morse Bros.

Contract number 6097

Date of contract May 25, 1962

Specified work days 40

Date work started July 9, 19

Work days used 20

Project authorization $ ~~976.06~~ 13,725.79

Per cent of time elapsed 50 %

Exclusive of engineering $ 12,749.73

Estimated cost of completed project, exclusive of engineering $ 13,062

Estimated per cent overrun or underrun +2.4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 976.06

Engineering cost to date $ 976, 100 %

Date project was completed July 17, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate submitted to Division Office Thrs.

NOTED
R. L PORTER

project Completed.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
AUG 6 1962

NOTED

Noted
M. N. [illegible]

Signed

Address 3400 Spicer Road, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.19	0.19			0.19
Miles partially completed					
Miles completed	0.19	0.19			0.19
Total estimated quantities (contract)	280	1830			460
Total quantities corrected to date	250	1809			588
Estimated quantities moved or placed to date	250	1809			588
Average daily quantities	125	700			196
Average daily quantities necessary to complete project on time	-	-			-
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	cldy		
Thursday	shrs		
Friday	[illegible]		
Saturday			

RECEIVED
JUN 28 1962
FOR FILING

COMMISSIONERS
[illegible] JAC[illegible]
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6097

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENG.
LEONARD I. LINDAS
CHIEF COUNSEL

June 28, 1962

Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #6097, awarded May 25, 1962, for grading-paving 1st and A Streets in Halsey, Linn County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 28 1962

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6097

June 28, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6097, awarded May 25, 1962,
to Morse Bros., for grading-paving 1st
and A Streets in Halsey, Linn County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
JUN 7 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

[illegible]

[illegible]

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 7, 1962

[illegible] Bros.,
P. O. Box 266
Lebanon
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6097, awarded May 25, 1962, for grading-paving 1st and A Streets in Halsey, Linn County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 19, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.
dc

cc: L. H. Young
J. D. Walker
Res. Engineer
Frank Morgan

RECEIVED
MAY 23 1962

FOR FILING

6077

FORM

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 25, 1962

Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6077 for the following project:

Grading-paving First & "A" Streets in Halsey,
Linn County.

This award was based on your bid of $12,150.70 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dn

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
AY 1 1962
FOR FILING

April 30, 1962

Mr. Charles R. Hill
City Recorder
City of Halsey
City Hall
Halsey, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Halsey a fully executed copy of an agreement between the State Highway Commission and the City of Halsey covering the Special City Allotment project on First Street and "A" Street in Halsey.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
MAY 2 1962
FOR FILING
[illegible]
[illegible]

Salem, Oregon
April 30, 1962

$250,000 Fund Agreement
City of Halsey

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Halsey covering the Special City Allotment project on First Street and "A" Street in Halsey.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Halsey, Oregon.

Secretary

rn
Attach: 1

FORM E-30 50M 9-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1962

To: Mr. R. L. Porter
OFFICE

SUBJECT: $250,000 Fund Agreement
City of Halsey

Attached are three copies of an agreement covering the Special City Allotment project on First Street and "A" Street in Halsey. Two copies have been signed by the city and the project is now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

The project was previously approved 11/15/61.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

NOTED
R.L.P.

RECEIVED
APR 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
22 1961

12-4-61

LOCATION PROSPECTUS
FIRST and "A" STREETS SECTION
CITY OF HALSEY
LINN COUNTY

The following prospectus is submitted concerning the above-mentioned streets in the City of Halsey. The project will be First Street from "C" Street to the Halsey-Sweethome Highway, and "A" Street from First Street to Second Street. The overall length is 0.18 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and surfacing on existing alignment. This is an approved project to be constructed with 1962 special city allotment funds.

The typical section will consist of two 11-foot travel lanes with 4-foot shoulders. No curbs or prior work by the city is anticipated. The tentative base design for construction is:

	Old Work	New Work	
Paving	3"	3"	A.C.
Top Course, Base	2"	2"	Level
Bottom Course, Base	6"	12"	Coarse Crushed
Total Depth	11" Over Exist.	17"	

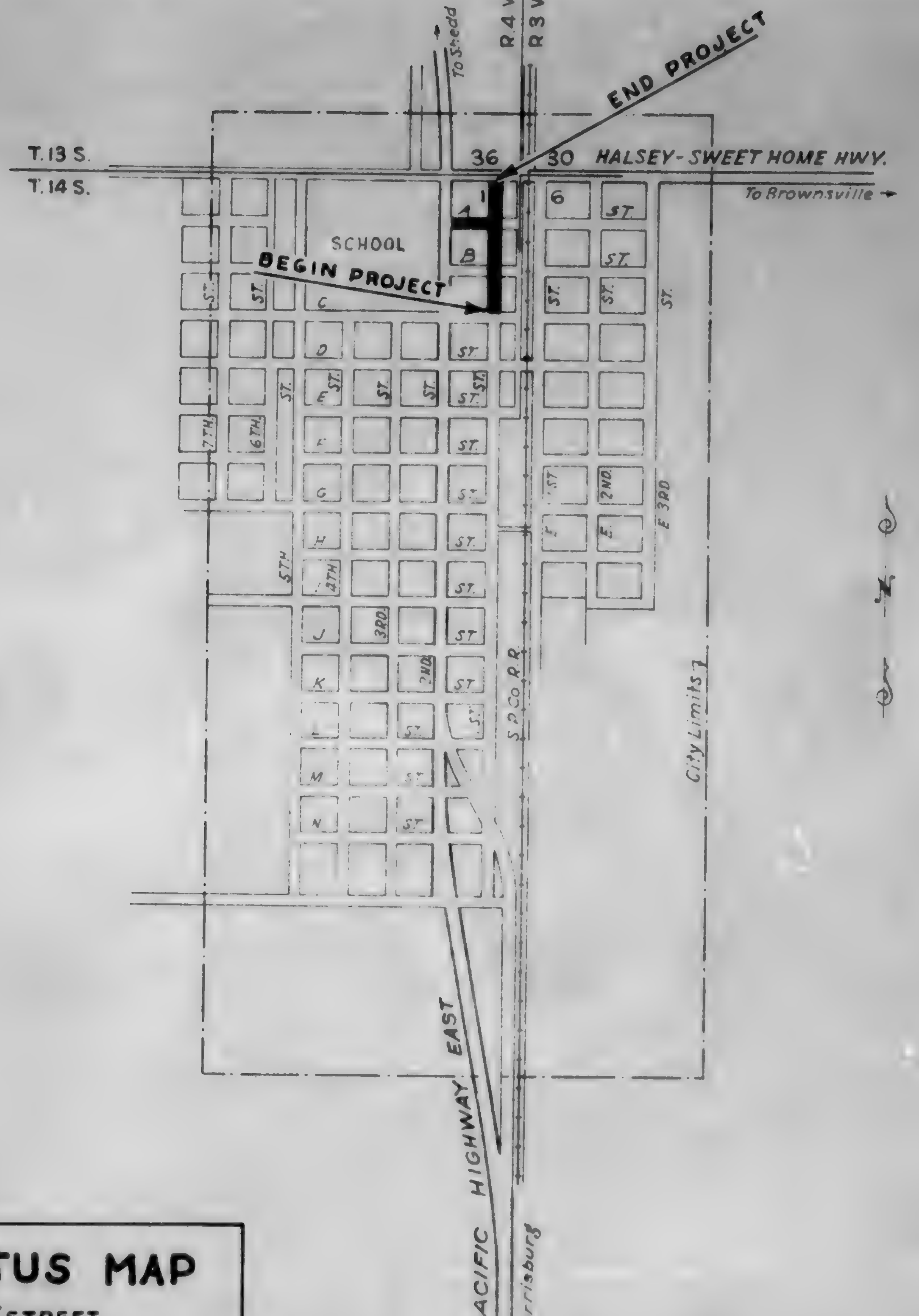
Final agreements with the City of Halsey will be necessary.

December 8, 1961

Attach.

cc Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
J. D. Walker (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
Clarence Gregg(2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young

RECEIVED
1961

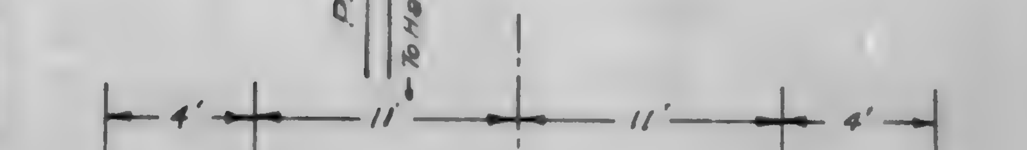


PROSPECTUS MAP

FRIST & "A" STREET
HALSEY

LINN COUNTY

Scale 1" = 800'
DEC., 1961



TYPICAL SECTION

STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

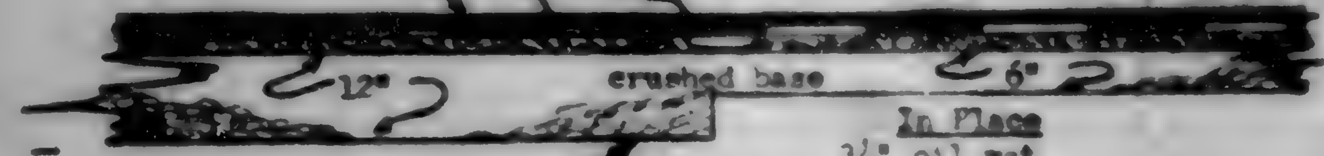
Section *First Street & ***"A" Street Highway City of Halsey County Linn Profile

Approx.
Res. Engr. Length of Project 0.18 Miles. Sta. *(From [illegible]) to Halsey-Sweet Home Hwy
**(From 1st St. to 2nd St. Date 11-28-61

TYPICAL SECTIONS Traffic Classif. - MEDIUM (Info from County - City)

NEW WORK | EXISTING ROADWAY FIRST STREET ONLY

1¼" of top course A.C.
1¼" of bottom course A.C.
2" of 3/4"-0 level course.



In Place
2½" oil mat
4"± base
6" CREDIT

(2) Typical Soil
43 LL
13 PI
91 % P 200
0 % Gravel
49 % Sand
54 % Silt
37 % Clay
14 "R" Value

11-28-61

AASHO Classif. - A-7-6 (10)

***The coarse crushed base has been increased 25% due to the high LL, PI, and clay content of the typical soil.

Use of the surfacing thickness shown for "OVER EXISTING ROADWAY" is dependent upon the grade line as established by the Locating Engineer in the field.

Required Base & Surf.: Crushed	Required Base & Surf.: Non Crushed	Designed Base & Surf.: [illegible]	Designed Base & Surf.: [illegible]	
NEW WORK				
			3 2 12	A.C. Level Cr. Base
***17			17	
OVER EXISTING ROADWAY				
		6	3 2 6	A.C. Level Cr. Base
17			17	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											
Paving Type: Municipal preference.											

cc: Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by G. E. Decker
[redacted] Assistant

Recommended by ______ Construction Engineer

Recommended by L. T. Hagemann
Geo. Engineer

Approved by
State Highway Engineer

November 22, 1961

Mr. Charles R. Hill
City Recorder
City Hall
Halsey, Oregon

Dear Mr. Hill:

On November 15, the State Highway Commission approved the City's request for reconstruction of First Street from "C" Street to the Halsey-Sweet Home Highway, as shown on the attached map, to be constructed under provisions of the Special City Allotment fund.

The project will be constructed in the summer of 1962. You will be contacted at a later date to negotiate an agreement covering this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:mm

Att.

11-17-61

PRELIMINARY ESTIMATE, 1962 $250,000 Fund Project

CITY OF HALSEY

First Street from "C" Street to Halsey-Sweet Home Highway, and "A" Street from 1st Street to 2nd Street - a distance of approximately 0.18 mile.

Grade; place 8" base, 2" leveling course, and 3" asphaltic concrete pavement 22' wide with 4' shoulders.

Item	Quantity		@	Total
Blade grader	12	hours	$ 16.00	$ 192.00
Coarse crushed rock	1000	c.y.	3.00	3,000.00
3/4"-0" in base	300	c.y.	3.25	975.00
Sprinkling	35	M/gal.	4.00	140.00
Drainage excavation	25	c.y.	4.00	100.00
12" culvert pipe	160	l.f.	2.75	440.00
Preparation of base	0.18	mile	1000.00	180.00
Asphaltic concrete	430	tons	9.50	4,085.00

	$ 9,112.00
12-1/2% engineering and contingencies	1,139.00
Survey	500.00
	$10,751.00

TOTAL ESTIMATE - - - $10,800

HCA:mm
11/17/61

1-30-61

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Halsey, Oregon is an incorporated city of the State of Oregon and has a population of 404 as given by the latest official census; and

WHEREAS, the following streets of said city, 1st from highway 228 south to C Street; "A" street between 1st and 2nd street; 1st street from "I" street south to "M" street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Halsey does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Leon L. Roome as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 30 day of January, 1961.

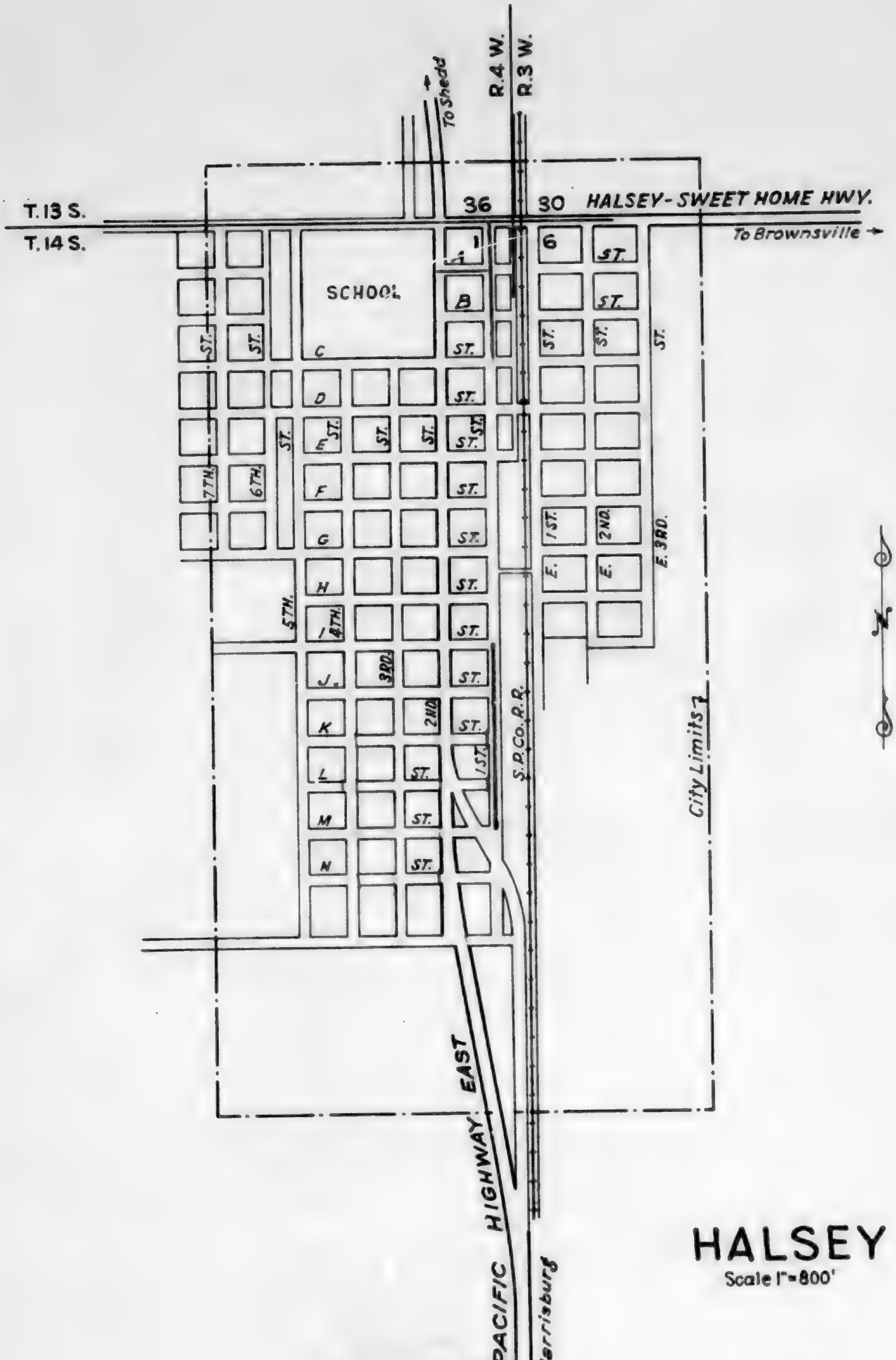
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Halsey at a regular or special meeting of said Council, held on the 30 day of January, 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 15 th day of February, 1961.

Charles R Hill
City Recorder



HALSEY

Scale 1"=800'

Rev. 10-12-49

322-1718 Lyons (7th, 8th, 14th & 15th 1962
Sts.) Sec. of City Sts.
#6098

Sq. St. [illegible] Street Trend ~~#~~ 144

RECEIVED
OCT 9 - 1967

FOR FILING
322-1118
6098

October 6, 1967

Empire Prestress, Inc.
P. O. Box 7486
Portland, Oregon 97220

Gentlemen:

Attached is your Check No. 6098 in the amount of $4 which was in payment for two sets of plans for our bid letting of September 28.

We regret that you did not receive these plans prior to the contract letting.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:gc

Att.

cc: Mrs. Ries

Tel- them 10/5/67
They didn't rec-plans
C.H.

RECEIVED
AUG 7 1962
FOR FILING

333 171

6098

August 6, 1962

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

Contract #6098 awarded to Western Paving & Const. Co., for grading-oiling 7th; 8th; 14th; 15th Streets in Lyons, Linn County was completed on June 28, 1962, but has not yet been accepted by the Highway Commission.

Final payment, in the amount of $500.00 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $8,071.50 including $55.69 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

da

cc: Maryland Casualty Co.,
Seth Leavens Agency
600 Jackson Tower
Portland 5, Oregon

cc: Western Paving & Const. Co.,
P. O. Box 262
Albany
Oregon

RECEIVED
JUL 27 1962
FOR FILING
322-1718

6098

July 27, 1962

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6098, awarded to Western Paving & Construction Co., for grading-oiling 7th; 8th; 14th; 15th Streets in Lyons, Linn County.

Semi-final payment in the amount of $7,571.50 will be released to the contractor on or after August 3, 1962. The retained percentage is $500.00.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Maryland Casualty Co.,
Seth Leavens Agency
600 Jackson Tower
Portland 5, Oregon

cc: Western Paving & Const. Co.,
P. O. Box 262
Albany
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 1962

Section Lyons (7th, 8th, 14th, & 15th Streets)

Kind of work Grading and Oiling

Highway city streets County Linn

Section prefix XXXX 322-1718

Contractor Western Paving & Const Co.

Contract number 6098

Date of contract May 25, 1962

Specified work days 40

Date work started June 4, 1962

Work days used 8

Project authorization $ 13,429.69

Exclusive of engineering $ 12,474.69

Per cent of time elapsed 20 %

Estimated cost of completed project, exclusive of engineering $ 8,070

Estimated per cent overrun or underrun - 35 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 955

Engineering cost to date $ 1075, 109 %

Date project was completed June 28, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate submitted to Division Office July 11, 1962.

Project completed.

NOTED

CONSTRUCTION DIVIS[illegible]
RECE[illegible]
JUL 16 1962
NOTED CE ACE ACE

Noted
M. N. J[illegible]

C. E. PAULSEN

FINAL REPORT

Signed

Address 3400 Spicer Road, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.21	0.21		0.21	
Miles partially completed					
Miles completed	0.21	0.21		0.21	
Total estimated quantities (contract)	460	2410		14	
Total quantities corrected to date	249	1457		14.10	
Estimated quantities moved or placed to date	249	1457		14.10	
Average daily quantities	70	500		7	
Average daily quantities necessary to complete project on time	-	-		-	
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	cldy		
Saturday			

RECEIVED
[illegible] 19 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6099

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 19, 1962

Western Paving & Const. Co.,
P. O. Box 262
Albany
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6098, awarded May 25, 1962,
for grading-oiling 7th; 8th; 14th; 15th;
Streets in Lyons, Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
JUN 19 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

328-1776

6098

June 19, 1962

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

> Contract #6098, awarded May 25, 1962,
> to Western Paving & Const. Co., for
> grading-oiling 7th; 8th; 14th; 15th Streets
> in Lyons, Linn County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

cc: Maryland Casualty Co.,
Seth Leavens Agency
600 Jackson Tower
Portland 5, Oregon

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
Harold C. Ayers

Salem, Oregon
June 11, 1962

Special City Allotment Project
City of Lyons

Mr. H. H. Hoover
Resident Engineer
State Highway Department
3400 Spicer Road
Albany, Oregon

The City of Lyons officials have been notified by and through Mr. Harold Ayers, our field engineer, that a change of wearing surface on 7th, 8th, 14th, and 15th Streets will be impossible as it would materially change the contract.

Asphaltic concrete has been the choice of the city but they were unwilling to participate in any added cost when there was a possibility that it would be their moneys; it would therefore be unfair both to State and other cities to change this contract so that all added cost is borne by the State.

NOTED
DON HARWELL

Cox

H. S. Cox by DM
County and City Relations Engineer

HSC:mm

cc: J. D. Walker

NOTED
Harold C. Ayers

NOTED
DON HARWELL

NOTED
H. S. COX

TED
JON

MEMO TO FILES: 6/8/62

City of Lyons
Special City Allotment Project

At the request of the city, I called on Mr. Clyde Lewis this date to advise him that the contract had been let for an oiling project and it would have to stand.

I reminded Mr. Lewis that he had visited us in this office and had made it very clear that the city had no money to put into this project and requested that we hold the project to no more than $20,000. He said he remembered this and it was still a fact that the city had no money.

I advised that we were limited as to funds and were forced to go to an oil mat to be assured that the project would not exceed $20,000.

He said he now fully understood and was pleased with the proposed project, except for two small features: One, he had been advised by the resident engineer that we were not going to construct the cross street drainage on 15th street and he knew that there had always been a drainage problem at the intersection of Railroad Street and 15th. The other, that on 14th Street we were not going to connect our project with the pavement that had been placed across the tracks. I advised him that I would bring these matters to the attention of the Division Engineer. (This I have done and Mr. Ray Asburry has said he would look into this matter and if needed would correct them.

Harold C. Ayers
Harold C. Ayers

HCA:eb
cc: Mr. Ray Asburry

NOTED

RECEIVED
JUN 8 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6098

June 7, 1962

Western Paving & Construction Co.,
3200 East Pacific Blvd.,
Albany
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6098, awarded May 25, 1962,
> for grading-filling 7th; 8th; 14th; 15th
> Streets in Lyons, Linn County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 19, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

cc: L. H. Young
J. D. Walker
Res. Engineer
Frank Morgan

FORM E-30 30M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Albany
June 4, 1962

NC
H.S.C

NOTED
DON HARWELL

SUBJECT: Change in Contract
Lyons (7th, 8th, 14th, & 15th St)
Lyons City streets

To: Mr. J. D. Walker
Division Engineer
Salem, Oregon

NOTED
JOHN D. GRAHAM

NOTED

Enclosed herewith a letter from the City of Lyons on the above.

The city is requesting a change from an O-11 oil mat to an asphaltic concrete surfacing on the above contract. They feel the type and quantity of traffic indicates a need for the higher type of surfacing.

The quantities and cost comparison are as follow;

O-11 oil Mat		3" Class "B" Asphaltic Concrete	
Aggregate 145 CY @ $	$	Class "B" AC 575 ton @ $7.50	$4312.50
120-150 Asp 14 T @ $	$	Extra for Appr. 10 @ $30.00	$ 300.00
total	$		$ 4,612.50

The city of Lyon states that Aspahaltic Concrete has been thier preference from the very beginning on this project. Our approved base design date of 11-16-61 shows and O-11 oil mat and states,"paving Type - Municipal Preference".

It is recommended that the requested change be made providing a cost arrangement can be worked out with the City of Lyons.

H. N. Hoover

H. N. Hoover
Res. Eng.

CITY of LYONS
Lyons, Oregon

June 1, 1962

H. N. Hoover

3400 Spicer Rd.

Albany, Oregon

Dear Sir:

We request a change in wearing surface from 0-11 Oilmat to Asphaltic Concrete for streets 7th, 8th, 14th, & 15th, in the City of Lyons, Linn County.

Very truly ypurs,

D. M. Mormon
Recorder

NOTED
H. S. COX

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
V. R. JONES

May 28, 1962

Mr. Dumah McMorton
City Recorder
Lyons, Oregon

Dear Mr. McMorton:

On May 25, 1962, the State Highway Commission awarded a contract to The Western Paving Company for the reconstruction of 7th, 8th, 14th and 15th Streets in your city to be constructed from the Special City Allotment Fund. Under separate cover we are sending you a copy of the contract and plans for your information and records.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

Harold C. Ayers
Field Engineer

HCA:eb

RECEIVED
MAY 28 1962
FOR FILING

6078

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Western Paving & Const. Co.,
P. O. Box 262
Albany
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6078 for the following project:

Grading-oiling 7th; 8th; 14th; 15th Streets in Lyons, Linn County.

This award was based on your bid of $11,587.50 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
MAY 1 1962
FOR FILING
322-1778

[illegible]

April 30, 1962

Dumah M. Mormon
City Recorder
City of Lyons
City Hall
Lyons, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Lyons a fully executed copy of an agreement between the State Highway Commission and the City of Lyons covering the Special City Allotment project on 7th, 8th, 14th, and 15th Streets in Lyons.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
MAY 2 1962

FOR FILING
332-176
6098

Salem, Oregon
April 30, 1962

$250,000 Fund Agreement
City of Lyons

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agrement with the City of Lyons covering the Special City Allotment project on 7th, 8th, 14th, and 15th Streets in Lyons.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Lyons, Oregon.

Secretary

rn
Attach: 1

FORM E-30 80M 3-61 34367

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1962

SUBJECT: $250,000 Fund Agreement
City of Lyons

To: Mr. R. L. Porter
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on 7th, 8th, 14th, and 15th Streets in Lyons. Two copies have been signed by the city and the project is now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

The project was previously approved 11/15/61.

John D. Graham

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECEIVED
APR 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

[redacted]

NO
H. S. C

April 9, 1962

NOTED
DON HARWELL

Mr. Dumah Morton
City Recorder
Lyons, Oregon

NOTED
R. H. PRANGE

Dear Mr. Morton:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment project for construction of 7th, 8th, 14th, and 15th Streets. Enclosed are three copies of an agreement covering this project.

Will you please have the City Council pass a resolution similar to the enclosed sample authorizing the Mayor and yourself to sign the agreement. Please include three copies of this resolution with the signed copies of the agreement.

As the contract cannot be advertised until the signed agreement is in our hands, will you and the Mayor please sign the three copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return the three signed copies, along with three copies of the resolution of authorization, to this office prior to April 27, 1962. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

Received.
4/12/62

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:eb
Encl.

NOTED
Harold C. Ayers

Salem, Oregon
April 9, 1962

NOTED
DON HARWELL

Special City Allotment Project
7th, 8th, 14th, and 15th Streets
City of Lyons

Mr. J. E. Morelock

OFFICE

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

Herewith the field data on subject project. This has been checked and found to conform to the project as requested by the City and approved by the Commission on November 15, 1961.

The City has been contacted and state they will remove the buildings and fence and will adjust water lines as required.

H. C. Ayers
County and City Relations Field Engineer

HCA:sb
Encl.
cc: F. Hall
V. G. O'Neil

RECEIVED
[illegible]C 12 1961
FOR FILING

322-1718
16098

12-6-61

LOCATION PROSPECTUS
FIRST, SECOND, THIRD and FOURTH STREETS
CITY OF LYONS
LINN COUNTY

The following prospectus is submitted concerning the above-mentioned streets in the city of Lyons. The project will be First Street from Main Street to Front Street, Second Street from Main Street to Front Street, Third Street East from Main Street to railroad right of way, and Fourth Street from Main Street to railroad right of way. The overall length is 0.23 miles.

This will be a location survey to prepare plans, specifications, and estimates for grading and surfacing on existing alignment. This is an approved project to be constructed with 1962 special city allotment funds.

The typical section will consist of two 11-foot travel lanes with 6-foot shoulders. No curbs or prior work by the city is anticipated. The approved base design for construction is:

	Old Work	New Work
Paving	1¼"	1¼"
Top Course, Base	2 "	2 "
Bottom Course, Base	6 "	12 "
Total Depth	9¼"	15¼"

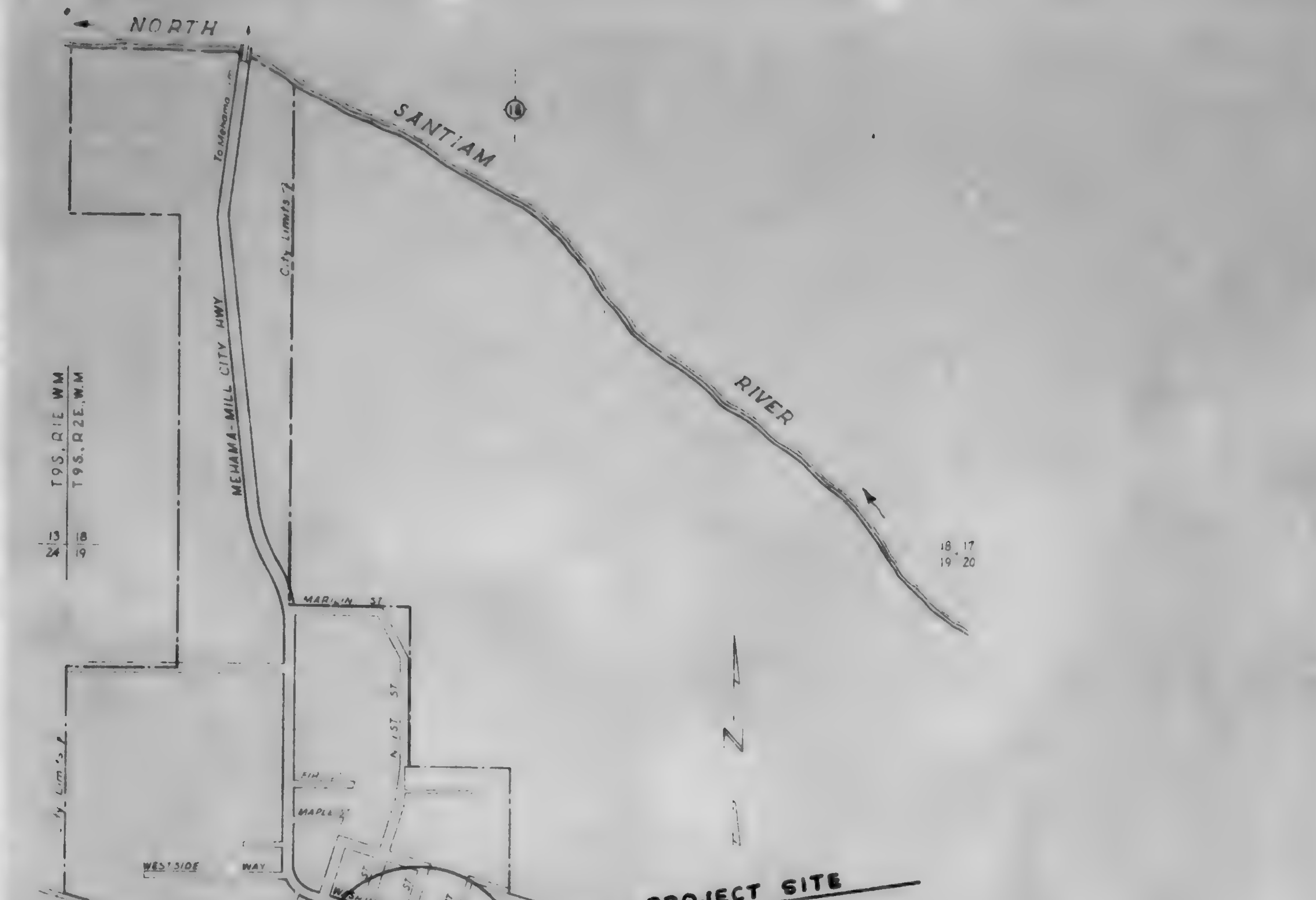
Final agreements with the City of Lyons will be necessary.

December 6, 1961

Attach.

cc Forrest Cooper ✓
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
J. D. Walker (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young

RECEIVED
[illegible] 1961
[illegible]
[illegible]ER



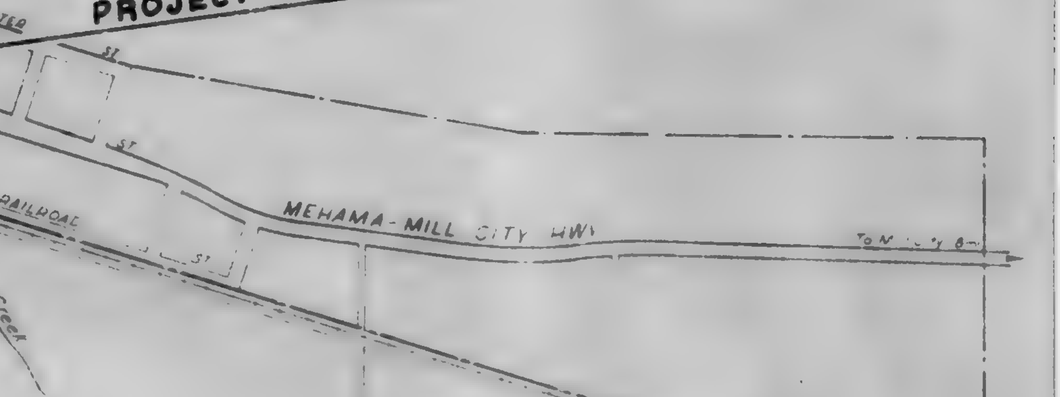
PROSPECTUS MAP

1 ST, 2ND, 3RD & 4TH STREETS
LYONS

LINN COUNTY

Scale 1" = 930'

DEC., 1961



TYPICAL SECTION

November 22, 1961

Mr. Percy J. Hiatt
City Recorder
City Hall
Lyons, Oregon

Dear Mr. Hiatt:

On November 15, the Highway Commission approved the City's request for reconstruction of First and Second Streets from Main to Front, and Third and Fourth Streets east from Main Street to the railroad right-of-way, as shown on the attached map, under provisions of the Special City Allotment fund.

The project will be constructed in the summer of 1962. You will be contacted at a later date to negotiate an agreement covering this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:mm

Att.

PRELIMINARY ESTIMATE - 1962 $250,000 Fund Project

CITY OF LYONS

First Street from Main Street to Front Street,
Second Street from Main Street to Front Street,
Third Street East from Main Street to railroad right-of-way, and
Fourth Street Wast from Main Street to railroad right-of-way;
a combined distance of approximately 0.23 mile.

Grade; place 10" base rock, 2" leveling course 32' wide, and 22' wide oil mat with 4' shoulders.

Item	Quantity		@	Total
Preparation of grade	0.23	mile	$2000.00	$ 460.00
Coarse crushed material in base	1650	c.y.	4.75	7,837.50
3/4"-0" in base and shoulders	680	c.y.	5.25	3,570.00
Sprinkling	50	M/gal.	6.00	300.00
Drainage excavation	50	c.y.	6.00	300.00
Furnish and place aggregates	215	c.y.	7.50	1,612.50
" " " asphalt	22	tons	75.00	1,650.00
				$15,730.00
12-1/2% engineering & contingencies				1,966.25
Survey				900.00
TOTAL				$18,596.25

TOTAL ESTIMATE - - - $19,000.00

HCA:mm
11/17/61

OREGON [illegible]

CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
H. S. COX

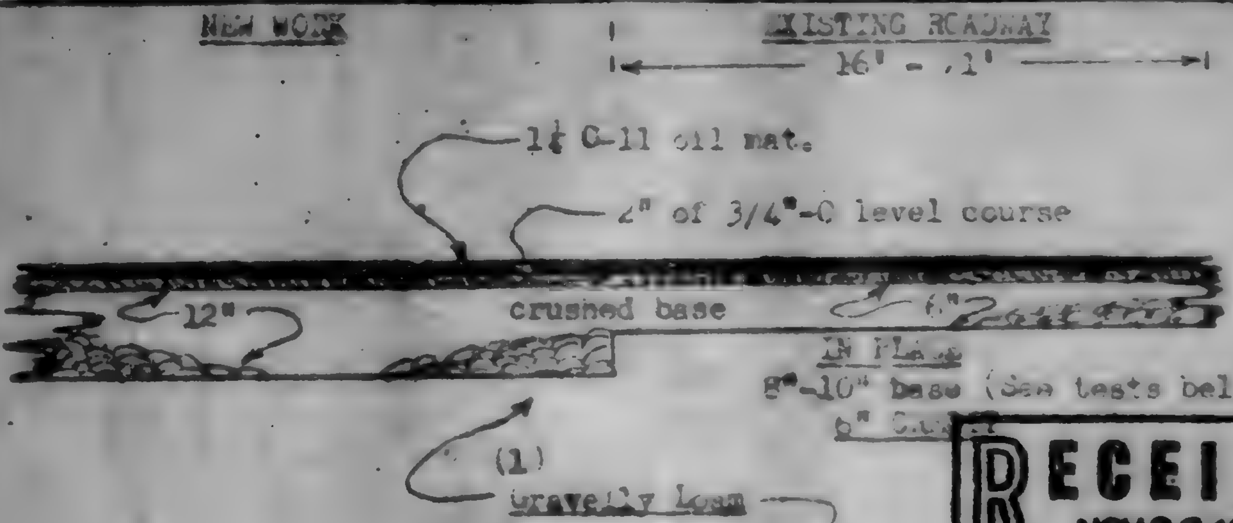
Section 4 City Streets - 1st St., 2nd St., & 2 Sts. to Sawmills. Highway City of [illegible] County [illegible] Prefix

Res. Engr. Length of Project Miles. Sta. to Sta. Date

TYPICAL SECTIONS Traffic Classif. - Medium heavy (Logging Trucks)

NEW WORK

EXISTING ROADWAY



(1) TYPICAL SOIL

64 LL
4 PI
34 % P200
42 % Gravel
24 % Sand
28 % Silt
6 % Clay
67 "R" Value

11-16-63

AASHO Classif. - A-2-5 (0)

RECEIVED
NOV 22 1961
ENGINEER
COUNTY & CITY RELATIONS

Note:

The coarse crushed base has been increased 25% due to the high LL of the typical soil.

Paving Type: Municipal preference.

Required Base & Wear Crushed	Required Base & Wear Not Crushed	Designed Base & Wear Exist. Surf. Allow.	Designed Base & Wear New Work
	NEW WORK		
15			[illegible]
	OVER [illegible]		
15			[illegible]

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
SUITABLE MATERIAL SOURCE TO BE DETERMINED BY THE ENGINEER.											
Representative tests of existing base.	565438	2.75	Gravel	2"	[illegible]	16.[illegible]	- - -	- - -	[illegible]	[illegible]	
	565439	2.76	"	2"	[illegible].1	10.0	19.0	- - -	[illegible]	0	

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by
Soils Assistant

Recommended by
Engineer of Materials

Recommended by
Construction Engineer

Approved by
Deputy State Highway Engineer

FORM E-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

NOTED
C. G SWENSON

January 6, 1961

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
[illegible]

Mr. Percy J. Hiatt
City Recorder
City Hall
Lyons, Oregon

Dear Mr. Hiatt:

This is to acknowledge receipt of a resolution adopted by the City of Lyons requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1962 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson

C. G. Swenson
County and City Relations Engineer

CGS:mm

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Lyons, Ore. is an incorporated city of the State of Oregon and has a population of 463 as given by the latest official census; and

WHEREAS, the following streets of said city,

3rd Street Highland Grove Addition

4th Street Highland Grove Addition

First Street Lyons

Second Street. Lyons

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Lyons, Ore does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Clyde Lewis as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4th day of Jan., 1961.

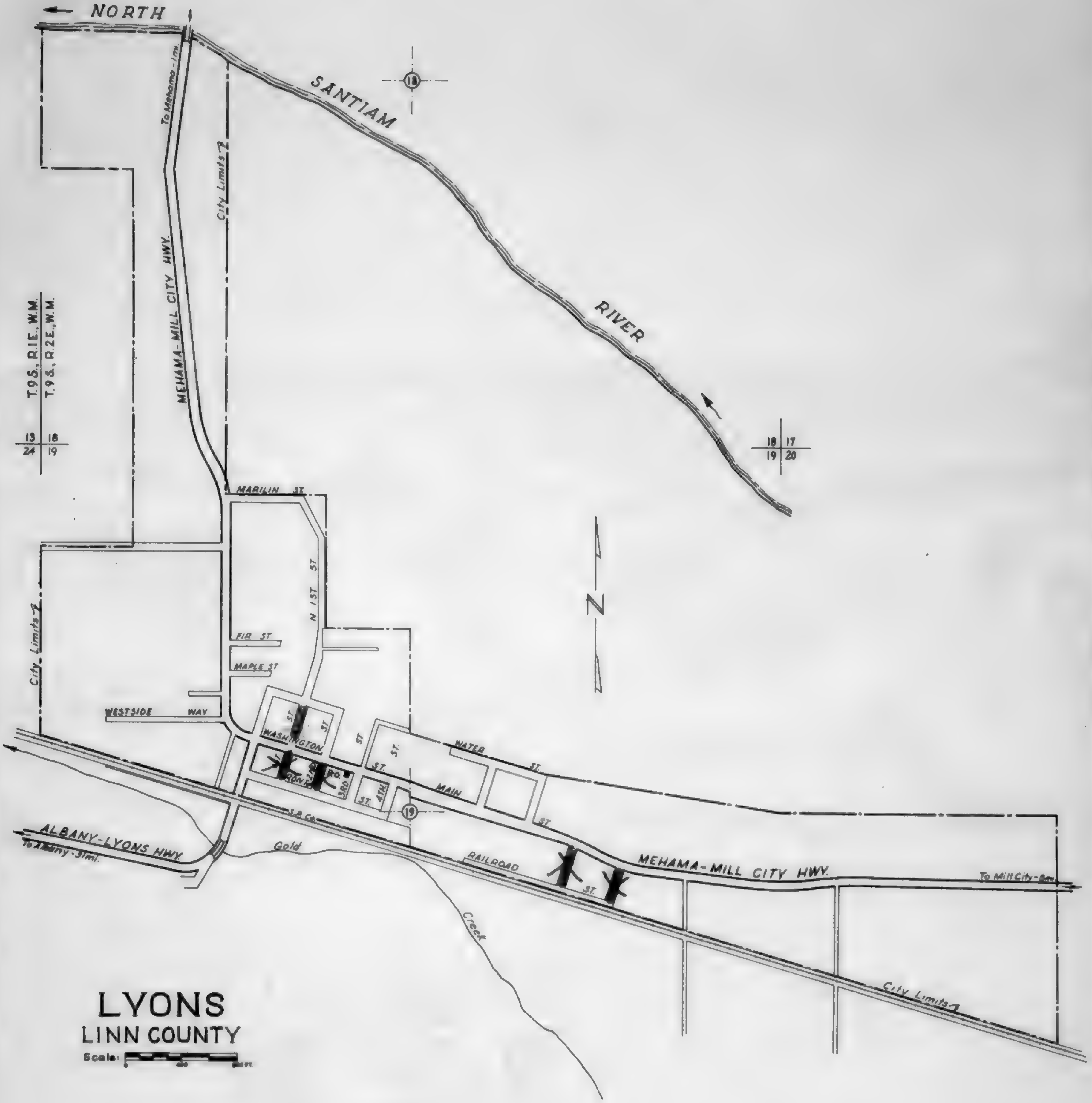
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Lyons at a regular or special meeting of said Council, held on the 4 day of Jan., 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 4th day of Jan, 1961.

Percy J. Hiatt
City Recorder



LYONS
LINN COUNTY

19 20
30 29

2-6-39

Division No. II

City: Lyons
County: Linn
Population: 1950 --
1960 463

Proposed Project - 1962: First Street from Main Street to Front Street, Second Street from Main Street to Front Street, Third Street East from Main Street to railroad right-of-way, and Fourth Street from Main Street to railroad right-of-way, a combined distance of approximately 0.23 mile.

Grade; place 10" base course, 2" leveling course 32' wide, and an O-11 oil mat wearing surface 22' wide.

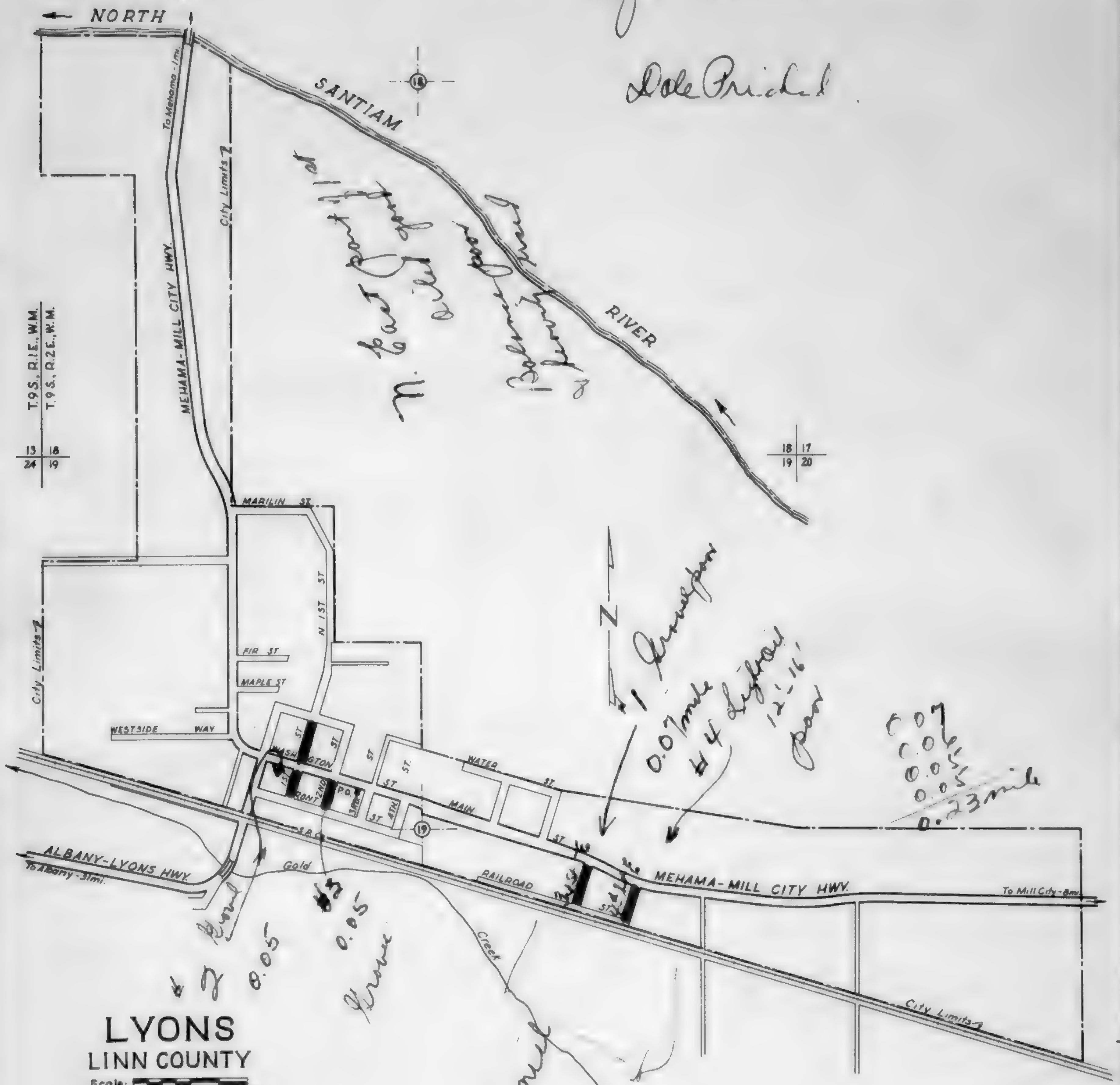
	State	City	Total
Estimated Cost:	$ 19,000	$ --	$ 19,000

Remarks: These streets are in poor condition and are receiving excessive wear due to heavy and unusual traffic to the several sawmills.

Recommendation: Approval recommended.

Clyde Lewis.

Dale Prichel.



LYONS
LINN COUNTY

Scale: 0 400 800 FT

2-6-39

NOTED
Harold C. Ayers

NOTED
C. G. [illegible]

Please send us application blank for participation in the $200.000 highway fund for cities under 5000

Mrs P T [illegible]
[illegible]
City Recorder

RECEIVED
NOV 25 1960
ENGINEER
COUNTY & CITY RELATIONS

Forms sent to [illegible] 11/25/60

U-318(9) Washington Co. Line-Highlands 1962
Interch. Sec., Sunset Hwy.
#6099 (Roadside Improv.)

RECEIVED
MAY 19 1964
FOR FILING

May 18, 1964

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Contract #6099 awarded to Solomon Aichele for roadside improvement on the Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County was completed November 13, 1963, and accepted by the Highway Commission on December 31, 1963.

This payment is an adjustment to the final payment of $2,487.25. (Refer to our final payment letter of January 2, 1964.) This adjusted amount of $9.00 will be released to the contractor immediately. The total contract amount is $25,230.10 including $224.10 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Mr. Solomon Aichele
11360 SE Stevens Road
Portland 66, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

Date: May 14, 1964

Floyd Query
Commission Secretary

A voucher has been prepared to pay

Contract No. 6099, Est. No. 5-A- Final, Date: To 11/13/62, Amt. $ 9.00

Contractor Solomon Aichele

Totals to date:	Paid to contractor	$ 25,230.10
	Amount of force account	$ 224.10
	Amount of retained percentage	$ —

Note: - This is an adjustment to final payment of $2,487.25. Refer to our final pmt. letter of Jan 2/64. ~~the final paym~~
3/64

Arnold Kahen
Claims Section
Accounting Division

RECEIVED
JAN 6 1964

FOR FILING

6099

January 3, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 8, 1962, on Contract No. 6099, Washington County Line-Highlands Interchange Section, in Multnomah County, in connection with Federal-Aid Project No. U-318(9).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
JAN 2 1964
FOR FILING

January 2, 1964

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Contract #6099 awarded to Solomon Aichele for roadside improvement on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County, was completed November 13, 1963, and accepted by the Highway Commission on December 31, 1963.

Final payment, in the amount of $2,487.25 will be released to the contractor after January 9, 1964. The total contract amount is $25,221.10 including $224.10 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Solomon Aichele
11360 SE Stevens Road
Portland 66, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
JAN 2 1964

FOR FILING

[illegible]

6077

December 31, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed November 13 on Contract No. 6077. The contract was with Solomon Nichols and was for roadside improvement on the Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 31, 1963, and that you concur in this procedure at the Commission meeting on January 30.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
DEC 12 1963

FOR FILING

4-1(2)

6099

December 11, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6099, Washington County Line-Highlands Interchange Section, in Multnomah County, Federal Project No. U-318(9).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

FORM E-1 (REV. 5-65)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: December 6, 1963

SECTION: Highlands Wash. Co. Line-Interch.

SECTION PREFIX: 26-1078

HIGHWAY: Sunset

COUNTY: Multnomah

NAME OF JOB: Wash. Co. Line-Highlands Interch.

KIND OF WORK: Roadside Improvement

CONTRACTOR: Solomon Aichele

CONTRACT NUMBER: 6099

FEDERAL AID PROJECT NUMBER: U-318(9)

DATE OF CONTRACT: May 25, 1962

DATE WORK STARTED: June 8, 1962

ESTIMATED COMPLETION DATE: November 13, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 110

WORK DAYS USED: 47

PROJECT AUTHORIZATION: $ 30,486.26

ENGINEERING AUTHORIZATION: $ 2,167.35

PERCENT OF TIME ELAPSED: 43

EXCLUSIVE OF ENGINEERING: $ 28,318.35

ENGINEERING COST TO DATE: $ 2,176.17

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 26,803.34

PERCENT OF AUTHORIZATION: 100 %

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 10 %

DATE PROJECT WAS COMPLETED: November 13, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.94				
MILES PARTIALLY COMPLETED	0.94				
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Clear		
TUESDAY	"		NOTED JOHN R. OAKES
WEDNESDAY	Cloudy		
THURSDAY	Rain		DEC 9 1963
FRIDAY	Showers		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semifinal estimate was submitted this week.

Mr. Gene Stager, Assistant Area Engineer B.P.R. made final inspection of project Friday December 6, 1963.

SIGNED Ray w. Pyle

ADDRESS 5821 N.E. Glisan St. Portland 13, Oregon

cc: Don Shuler

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
DEC 23 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 19, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 13, 1963, on Contract No. 6099, Washington Co. Line-Highlands Interchange, Roadside Improvement Section, in Multnomah County, in connection with Federal-Aid Project No. U-318(9).

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date:____________________

Conditions noted on above date:

No Conditions

Brooks Dist Eng
for A. W. Parsons
Division Engineer

cc: H. S. Cox

RECEIVED
DEC 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Copy To [redacted] Young
12-23-63

NOTED
LLOYD P. SHAW

RECEIVED
SEP 5 1962
FOR FILING

COMMISSIONERS
[illegible] L. [illegible]KSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 4, 1962

American Surety Company
David A. Lewis, Manager
600 Yeon Building
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract No. 6099, awarded May 25, 1962 to Solomon Aichele, for roadside improvement on Washington County Line-Highlands Interchange Section of Sunset Highway, Multnomah County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
jmc

RECEIVED
P 5 1962
FORM E-129
FOR FILING

9

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6099

September 4, 1962

Solomon Aichele
11360 S.E. Stevens Road
Portland 66, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 6099, awarded May 25, 1962, for roadside improvement on Washington County Line-Highlands Interchange Section of Sunset Highway, Multnomah County

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jmc
Encl.

FORM E-121

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. [illegible], MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
20 1962
FOR FILING

6099

August 28, 1962

Mr. Paul C. Northrop
Multnomah County Roadmaster
2115 S. E. Morrison
Portland 14, Oregon

Dear Sir:

This is to confirm delivery of data on those portions of the Washington County-Highlands Interchange project recently constructed by us and which were covered by an agreement dated March 30, 1959, for reversion to Multnomah County as to maintenance and ownership. This project was discussed with you on August 27.

The data is listed as follows:

1 milar tracing of project
1 tracing of profiles
26 sheets of notes showing monuments and alignments
1 print of the plan showing colored in "orange" those portions covered by the relinquishment of title
1 copy of a relinquishment of title
1 photostat of warranty deed recorded in Book 1848, Page 339

Please note that the relinquishment of title listed above is transmitted in its preliminary form for your approval. If you approve this form as written, please return it to this office, and we will inform Salem to draw up the formal document.

We trust the information as delivered will be satisfactory.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By Jay B Boyd
Jay B. Boyd
Metropolitan Office Engineer

cc: G. S. Paxson
Frank D. Morgan (Map)
Luther Freeman (Map)
B. P. Huntley (Map)
A. E. Johnson (Map)

JBB/dg
Encl.

NOTED
G. S. PAXSON

RECEIVED
AUG 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
.UG 28 1962

FOR FILING

11-[illegible]

6099

August 27, 1962

Mr. Solomon Aichele
11360 S. E. Stevens Road
Portland 66, Oregon

Dear Sir:

In checking our contract records, we find that Contract No. 6099 for roadside improvement on the Washington County Line-Highlands Interchange Section has not yet been returned to this office. The contract was sent to you for execution on June 6, 1962.

Payments on the contract consisting of Estimate No. 1 and Estimate No. 2, and also future payments, are being held up until we receive the contract signed by you and executed by the surety for the bond.

Please take care of this matter at the earliest possible time.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Mr. R. L. Porter
Mr. Frank D. Morgan
Mr. C. H. Maison

FQ:fp

RECEIVED
JUL 17 1962
FOR FILING

6099

July 16, 1962

Solomon Aichele
11360 S. E. Stevens Road
Portland 66, Oregon

Gentlemen:

In examining our contract records we note that Contract No. 6099, awarded to you on May 25, 1962, for roadside improvement on the Washington County Line-Highlands Interchange Section of the Sunset Highway, Multnomah County, has not been returned to this office.

It is our understanding that work has been started on this contract. We should point out to you that no payments can be made on this contract until the contract and bond have been approved and a copy filed with the Secretary of State.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: C. H. Maison (2)

RECEIVED
JUL 3 1962
FOR FILING 4

[illegible] 6099

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. U-318(9) 5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 6-29-62	COUNTY Multnomah
6099		PROJECT NO. U-318(9)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 26 Wash. Co. L. to Highlands Inter., Portland

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-1-62	0.9
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 29,808.00	$ 18,700.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By R. L. Porter
ASSISTANT State Highway Engineer
(Title)
By
(Title)
By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
By A. W. Parsons
Division Engineer
By: L. R. Backlund
Administrative Manager
Date executed by Division Engineer June 29, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

June 27, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Washington County Line-Highlands Interchange Section, Project No. U-318(9).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:mmb

June 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Washington County Line-Highlands Interchange Section, Project No. U-318(9).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

[illegible]:cr

Oregon State Highway Department

Federal Aid
Project No. U-318(9)

WASHINGTON COUNTY LINE-HIGHLANDS INTERCHANGE SECTION OF THE SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 21, 1962

Type Code Y005
Roadside Improvement (Sta. 126+00 to Sta. 175+71.89)(Contract No. 6099)

Blade Grader	14	hours	$ 11.50	$ 161.00
Tractor and Dozer	34	hours	11.50	391.00
Front End Loader	34	hours	11.50	391.00
Dump Trucks	56	hours	8.00	448.00
Furnishing and Placing Topsoil	2,000	cu.yds.	2.00	4,000.00
Furnishing and Planting Trees	210	only	6.50	1,365.00
Furnishing and Planting Shrubs	2,340	only	2.40	5,616.00
Furnishing and Planting Vines, Bearberry	10,700	only	0.28	2,996.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	4,800	only	0.19	912.00
Furnishing and Planting Vines, English Ivy	23,000	only	0.22	5,060.00
Roadside Seeding	1.5	acres	100.00	150.00
Grass Seed, Creeping Red Fescue	25	lbs.	0.40	10.00
Grass Seed, Chewings Fescue	25	lbs.	0.40	10.00
Grass Seed, Highland Bentgrass	16	lbs.	0.40	6.40
Inorganic Fertilizer, 10-16-8	67	cwt.	5.00	335.00
Manure Fertilizer	210	cu.yds.	6.00	1,260.00
Mulch Material	315	units	12.50	3,937.50
				$27,048.90
Flagging (57 % of Contractor's Cost)	All Required			50.00
	Subtotal			$27,098.90
	10% Engr. & Cont.			2,709.10
	Total			$29,808.00

Length of Project - - - - - - - - - - - - - 0.942 mile

Federal Funds -	$18,700.00
State Funds -	11,108.00
	$29,808.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal-Aid
Project No. U-318(9)

WASHINGTON COUNTY LINE-HIGHLANDS INTERCHANGE SECTION

OF THE SUNSET HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 18, 1962

Type Code Y005
Roadside Improvement (Sta. 126+00 to Sta. 175+71.89)

Blader Grader	14	hours	$15.00	$ 210.00
Tractor and Dozer	34	hours	15.00	510.00
Front End Loader	34	hours	14.00	476.00
Dump Trucks	56	hours	7.00	392.00
Furnishing and Placing Topsoil	2,000	cu.yds.	3.00	6,000.00
Furnishing and Planting Trees	210	only	6.50	1,365.00
Furnishing and Planting Shrubs	2,340	only	3.75	8,775.00
Furnishing and Planting Vines, Bearberry	10,700	only	0.30	3,210.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	4,800	only	0.24	1,152.00
Furnishing and Planting Vines, English Ivy	23,000	only	0.20	4,600.00
Roadside Seeding	1.5	acres	230.00	345.00
Grass Seed, Creeping Red Fescue	25	lbs.	0.40	10.00
Grass Seed, Chewings Fescue	25	lbs.	0.40	10.00
Grass Seed, Highland Bentgrass	16	lbs.	0.50	8.00
Inorganic Fertilizer, 10-16-8	67	cwt.	5.00	335.00
Manure Fertilizer	210	cu.yds.	5.50	1,155.00
Mulch Material	315	units	13.00	4,095.00
				$32,648.00
Flagging (57½% of Contractor's Cost)	All Required			50.00
	Subtotal			$32,698.00
	10% Engr. & Cont.			3,269.00
	Total			$35,967.00

Length of Project - - - - 0.942 Mile

Federal Funds -	$22,000.00
State Funds -	13,967.00
	$35,967.00

RECEIVED
JUN 22 1962
FOR FILING

[illegible]

6099

June 20, 1962

E. P. Baltz & Son
9817 East Burnside
Portland 16, Oregon

Attention: Tom Baltz

Gentlemen:

Reference is made to your letter of May 31 by which you informed us that certain nonspecification materials were being incorporated into State Highway roadside improvement projects.

After receiving your letter, a thorough investigation check was made on the two projects mentioned. The signs on the Sandy River-Dodson job had been removed and we were unable to determine anything in relation to them. On the other project we wish to assure you that this Department will not accept any work or permit the use of any methods that do not agree with contract specifications or approved changes. There are, on occasions, times during the progress of certain projects when it may be felt that certain materials and results are not those specified, however, before payment is made and before work is accepted, any substandard or nonspecification material must be removed or replaced. Should you wish, you are invited to inspect this projects in detail at the time it is complete and accepted by this Department and if, at that time, you feel any of the plantings do not meet the job specifications we will be glad to discuss the situation with you.

We thank you for bringing this matter to our attention and hope that you will se fit in the future to submit bids for such work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Forrest Cooper
F. D. Morgan
Mark Astrup

RECEIVED
JUN 20 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

June 18, 1962

E. F. Beltz & Son
9817 E. Burnside Street,
Portland 16, Oregon

Dear Sirs:

Your letter of May 31, 1962 commented on the quality of the planting placed on the 19th Avenue-Tigard Interchange roadside improvement project.

A joint inspection of this project was made on June 6th with representatives of the State Highway Department. This inspection revealed that some of the plantings were not of the size specified under the contract, or covered by authorized changes.

This project has not been completed as far as our records indicate. You may rest assured that prior to final acceptance by this office all items will meet the required specifications, or shall be covered by authorized changes.

The project identification signs had been removed from the project on the "Sandy River-Dodson Section" of Interstate Route 30 Roadside improvement before a detailed inspection could be made by persons from this office.

We appreciate your concern and thank you for your letter.

Very truly yours,

A. W. Parsons
Division Engineer

RECEIVED
JUN 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOT
R L P

FORM E 30X--90M--6 61 -38682

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1962

To: F. D. Morgan
Construction Engineer

HIGHWAY BUILDING

SUBJECT: Inferior materials on landscape project, 19th Ave.-Tigard Interchange, Tom Baltz's letter of May 31 to Forrest Cooper

Assignment No. 7M

An investigation of the charges of inferior materials made by Mr. Tom Baltz in his letter to Mr. Cooper on May 31 was investigated on Thursday, June 7, accompanied by Assistant Metropolitan engineers Benedict and Rear, Resident Engineer Maltby, Gordon Brooks and Glen Hosner, Bureau of Public Road engineers, and Assistant Landscape Engineer Neola.

As the complaint did not mention any specific plants, a detailed check of the whole project was made. The following discrepancies were noted:

Bechtel's Prairie Crabapple, 5-6 foot branched specified; 4-5 foot furnished.

Common Laurelcherry (English laurel), 4-5 foot specified; 2-3 foot furnished.

Double Bridalwreath Spirea, 3-4 foot specified; 2-3 foot furnished.

Pyramidal Eastern Arborvitae, 4-5 foot specified; 3-3½ foot furnished.

Pacific Waxmyrtle, 24-30 inches specified; 2-5 foot furnished.

Shore Pines, 30-36 inches specified; 30-36 inches furnished, but probably both this item and the Pacific Waxmyrtle are collected stock, not permitted by the contract.

In addition, it was determined that the specifications for cultivation, grading and seeding on the area southerly of the A-line opposite Station 333 to 340, plus or minus, of the Freeway had not had surface rock removed as specified in the contract. It was further determined that the sub-contractor had installed an indoor type fuse box and connection and had not furnished the cover required for the valve box.

A second meeting with the contractor, Mr. Solomon Aichele was arranged for June 11, and was attended by Assistant Metropolitan Engineer Benedict, Resident Engineer Maltby, Bureau Engineer Brooks, Assistant Landscape Engineer Keola, and myself.

All of the above listed discrepancies were called to Mr. Aichele's attention. His only defense was that he had ordered the sizes and material specified in the contract, the suppliers had not furnished them and he had not checked adequately on receipt of the orders. He further stated his willingness to make whatever adjustments were deemed equitable. He volunteered to replace all of the Bechtel's Crabapple in the size specified by the contract as soon as they could be moved this fall. He agreed to a price agreement on the English Laurel, Spirea and Arborvitae, reducing his contract price for furnishing and planting trees and shrubs by the difference in the wholesale price between the grade specified and the grade actually furnished. He agreed to furnish us the names of the suppliers of the Shore Pine and the Pacific Waxmyrtle so that we could investigate further their source. He agreed to remove the surface rocks from the seeded area at once, stating he had intended to do so under his planting establishment period, and that the condition of the ground had prevented him from removing the oversized stones at the time the area was graded.

He stated he would have the electrical sub-contractor remove the existing fuse box, install and replace it with the specified materials. He stated that he had the cover for the control box and would install it at once.

In view of the fact that the project was previously inspected jointly by representatives of the Bureau of Public Roads, the Division office and the Landscape Engineer, it is believed the action taken protects the interest of the public and the Department. On those materials where losses occur, replacements of the size specified in the contract will be required. The plant losses on this job are relatively heavy and are probably due to excessive moisture conditions due to the prolonged and heavy rain so early this spring.

It was not possible to verify that the contractors identification signs on the Sandy River-Dodson Section, Interstate 80-N did not meet specifications as the signs had been removed. The wording of these signs was previously checked on a visit to the project by the writer, Assistant Division Engineer Hunter and Resident Engineer Keasey, and were found to comply with the contract specifications.

Steps are being taken immediately to request Division Engineers having roadside improvement contracts under their jurisdiction to notify the contractor that inspection of all plant materials obtained in Oregon would be made at the nursery for acceptance as to size and grade. Additional inspection will be made of the plants prior to planting. These measures should eliminate any possibility of any contractor furnishing plant materials which do not meet the contract specifications.

Mark H Astrup

Mark H. Astrup
State Parks Superintendent

Porter ✓

MHA:ejd

Salem, Oregon
June 7, 1962

Mr. Forrest Cooper
State Highway Engineer
OFFICE

You asked for a report on the matter of whether or not substandard material was being used on the Sandy Rive-Dodson roadside improvement project, Contract No. 6045, 80N-2(24).

I understand that some substandard stock was shipped to the job and planted. Mr. Aichele, the contractor, has been notified that the questionable plants would not be accepted and he has been ordered to remove them and replace them with specified material.

If you need anything further on this subject, please advise.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw.

FORM E-199-X 90M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

XXXXX
Troutdale
June 5, 1962

Sandy River - Dodson Section
Roadside Improvement
Columbia River Highway
Contract 6045 Ref. 626-1073

Solomon Aichele

Aichele Landscaping
11360 S.E. Stevens
Portland, Oregon

Dear Mr. Aichele:

Since all planting work on the subject contract was completed yesterday, June 4, 1962, with the exception of replacing the shore pine (Pinus contorta) which have been rejected and which will be replaced during the fall planting season, the 60-day establishment period specified in the special provisions for this contract shall begin as of yesterday, June 4, and shall expire on August 3, 1962.

At that time, please arrange to accompany us on a joint inspection of all planting on this project to determine the replacement planting necessary.

The establishment period for the shore pine will extend for 60 days from the time that replacement of these trees is made this fall.

C. T. Kenney
Resident Engineer

R. Porter —

NOTED
R L PORTER

DIVISION
JUN 6 1962
☐ ☐ ☐ ☐
ACE ACE COE

FORM E-30 90M 11-61 60230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1962

SUBJECT: Sandy River-Dodson Interchange
Roadside Improvement
Contract No. 6045

To:

Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Attached hereto is a copy of a report submitted by Mr. Mark H. Astrup, Landscape Engineer, regarding the report of unsatisfactory stock being used on the above-mentioned project. I believe Mr. Astrup's report to be quite conclusive.

The contractor has been instructed that the shore pine placed on this project is unsatisfactory and also notified that the plants will be permitted to remain where they are until next fall when they will be replaced. I believe this solution to the problem to be satisfactory.

F. D. Morgan
Construction Engineer

FDM:fp

Attach.

JUN [illegible] 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L PORTER

FORM E-90 80M 11-61 40280

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1962

SUBJECT: Sandy River-Dodson Interchange Roadside Improvement, Contract #6045, Proje~~ct U-318(9)~~

80N-2(A4)

To: F. D. Morgan
Construction Engineer

HIGHWAY BUILDING

On April 10, E. A. Meola, Assistant Landscape Engineer, and Don Shuler, Landscape Architect assigned to assist in the inspection of the subject job, visited the project and found that almost all of the shore pine had been planted. They appeared to be collected stock, which is prohibited by the Standard Specifications which state, "Unless otherwise set forth in the special provisions or indicated on the plans, all plants shall be nursery-grown." There are no exceptions on this project. Nursery-grown stock was required. It was also found that the size of the root ball was less than that specified in "American Standards from nursery stock" specifications.

Upon inquiry of the contractor it was learned that the plants were supplied by Staab Nursery. After discussion with Resident Engineer Keasey, Staab's Nursery was visited and it was confirmed that the shore pine was collected stock originating in Coos County. The contractor had failed to notify the Engineer that plants were ready for inspection prior to or after delivery to the project as required in Section 2.52.6 of the "Standard Specifications." Therefore, no inspection of the plants was made on the job prior to planting.

As a result of this investigation the attached letter (Enclosure 1) was forwarded to Division Engineer Johnson. By letter received in this office April 20, Resident Engineer Keasey notified the contractor, Solomon Aichele (Enclosure 2) that the shore pine was unacceptable and ordered the contractor to remove the trees and replace them with trees meeting the contract specifications.

Mr. Tom Balts called this office on May 24, making the same charges as listed in the memorandum of District Engineer

T. Dec, dated 24 May. Accordingly, I made arrangements with Division Engineer Johnson to go over the project on Friday, May 25. This inspection was made by Division Engineer A. E. Johnson, Assistant Division Engineer Hunter, Resident Engineer Keasey, and myself. It was agreed at that time that the shore pine planted on the project did not comply with contract specifications and should be removed. In addition, I agreed to verify that nursery grown stock of shore pine was available at the time the contractor planted the collected stock and that they were still available.

The availability of nursery-grown shore pine was verified and photographs of the collected stock and nursery grown stock to show the difference in quality were taken and submitted to Division Engineer Johnson in my letter of May 29 (Enclosure 3).

It is my recommendation that the contractor remove the shore pine planted on the subject project and replace them this fall with plants meeting the contract specifications. To preclude an occurrence of this nature steps will be taken on all future planting contracts to make initial inspection of plants used by the contractor, at the nursery.

Mark H. Astrup

Mark H. Astrup
State Parks Superintendent

MHA:jd

cc -A. E. Johnson

Don Shuler

attachments -3

Salem, Oregon
May 29, 1962

Enc. 3.

Roadside Improvement Contract
#6045, Sandy River-Dodson

[illegible] Johnson
Division Engineer

PORTLAND

I am enclosing several photographs of nursery grown coast pines as called for on the subject contract as well as photographs of the collected stock planted by the contractor. I believe this is conclusive proof that the collected stock does not qualify under the specifications and should be rejected in its entirety.

Nursery grown stock was available at the time Mr. Aichele planted the collected stock and is available as of this date in at least one nursery to our knowledge. It is therefore recommended that the contractor, Mr. Solomon Aichele, be advised that the planting is unsatisfactory and must be removed.

As much as I regret his spindly plants remaining on the right of way, I recommend that due to the lateness of the season he be permitted to remove them and make his replacements as early as possible in the fall planting season.

Mark H. Astrup
State Parks Superintendent

MHA:ejd

cc - F.D. Morgan

NOTED
E. A. MECLA

RECEIVED
MAY 3 0 1962
FOR FILING

Salem, Oregon
May 28, 1962

Mr. F. D. Morgan
Construction Engineer
Office

Attached hereto is a letter from Forrest Cooper relating to inferior materials used by Solomon Aichele on landscape work.

The letter is self-explanatory and covers the same subject we discussed a day or two ago.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Attachment

ALpine 4-6593

E. P. BALTZ & SON

9817 E. Burnside Street
PORTLAND 16, OREGON

Act	Info		Init
		Div Eng	
	✓	Eng Coord	
		[illegible] A	
	✓	[illegible] A Eng	
		[illegible] B	
		[illegible] Eng	
		[illegible]	
		[illegible] Way	
		[illegible] Eng	
		Admin Mgr	
		Maint	
		File	

May 31, [illegible]

Mr. Polk
District Engineer
Bureau Public Roads
Oregon State Highway Dept.,
Salem, Oregon

Dear Sir;

We are landscape contractors, and we bid on all landscape work put out for bids by your department.

Recently we bid on the "19th. Avenue—Tigard Interchange Job". We were not the successfull bidder, but the only other bidder.

This letter comes to you, not as a complaint, but, as a request to satisfy my questions in regard to the material used on the above mentioned job.

In checking the finished job with our 'take-offs' I have noticed that some of the plants on the job are not of the size and standard called for on the bid. I would like to know the reason the job was not as called for on the specifications.

Also, it appears to me that the contractors identification signs on the "Sandy River—Dodson Section" highway 30, do not meet specifications.

I am not concerned because I was not the successfull bidder. I am concerned that the low bidder is not meeting specifications.

I would greatly appreciate a reply on the above mentioned items. Thank you,

Sincerely,

E. P. Baltz & Son

Tom Baltz

Salem, Oregon
May 25, 1962

Mr. Porter

Mr. Tom Baltz, of the E. P. Baltz Company, called this date complaining about Solomon Aichele, who has a contract on several landscape projects for the Highway Commission. He stated that the contractor was not using specification material and that his signs were not standard.

Will you please take immediate action and give me a report and recommendation.

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
Victor D. Wolfe

THE FILES May 24, 1962

F. Dee, District Engineer
Salem, Oregon

Oregon Project U-318(9), Roadside Improvement

Subsequent to the May 23, 1962 bid opening on which Solomon Aichele appeared to be the successful low bidder at about 13% under the engineer's estimate on the subject project, two people who apparently represented unsuccessful bidders called this office by phone to protest.

A Mr. Bulbs of E. F. Bulbs and Sons maintained that the only reason Aichele can bid so low is that he does not meet specification requirements. He cited the use of "collected" plants as reported in intermediate construction report No. 2 on Project I-80N-2(24)15. Apparently he was not aware that State headquarters' specialists have requested that such plants be replaced. He also indicated that the construction identification signs did not meet requirements.

A Mr. Krieg also called to complain. He indicated that landscape technicians no longer have any authority over contract work. Apparently he was referring to an OSHD form letter dated February 9, 1962, regarding remedial measures on roadside improvement and other projects. Admittedly, if someone would read the letter without knowing the background, it might be so construed. However, the letter was issued so that resident engineers would not rely entirely on the headquarters office for inspection of such work. The last sentence of the letter appears to clearly indicate that specialists still retain responsibility which is confirmed by their action on Project I-80N-2(24)15.

Attachment

cc: DJ McClarty, Region
State Highway Dept.

Porter?

Salem, Oregon
April 12, 1962

Enc. 1.

Sandy River-Dodson Interchange
Roadside Improvement
Contract #6945, FAP# I-80N-2(24)15

A. L. Johnson, Division Engineer
P.O. Box [illegible] Station
Portland 2, Oregon

We have been informed by the Nursery supplier to the contractor that the Pinus contorta (Shore Pine) planted on the subject project were collected stock out of Coos County. The "Standard Specifications" Sec. 2.52.3(e), does not permit the use of collected nursery stock unless definitely called for, either on the plans or in the specifications. On this project, nursery-grown stock was required.

The contractor failed to notify the engineer that the plants were ready for inspection prior to or after delivery to the project as required in Sec. 2.52.6 of the "Standard Specifications".

On April 10th a field trip by Mr. Kmola discovered that all of those trees with the exception of about 1[illegible] had already been planted and those not planted did not meet either the specifications for nursery-grown stock or for collected stock as specified in "American Standard for Nursery Stock", which for conifers of 2'-3' size require a ball with a minimum diameter of approximately 14" and a depth of approximately 3/4 of the diameter. Therefore, it is recommended that those plants not be accepted and payment be withheld until replacements are made with specified nursery-grown stock, meeting our "Highway Standard Specifications", as well as the "American Standard Nursery Stock" specifications.

It has been reported that the nursery supplier intends to furnish Oregongrape in a larger size than specified and the size specified is not availabe in the trade. A check of the local nurseries revealed that both the Shore Pine and Oregongrape are available in the trade in the sizes specified, and therefore the contractor should adhere to the specifications.

Mark H. Astrup
State Parks Superintendent

MHA:lg

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
Troutdale

File 2.

Sandy-River-Dodson Section
Roadside Improvement
Columbia River Highway
Contr. #6045, Prof. 626-1073

Solomon Aichele
11360 S.E. Stevens
Portland, Oregon

I have a copy of a letter from Mr. Mark H. Astrup, State Parks Supt., in which he advises that the Pinus contorta (shore pine) planted on the subject project were collected stock obtained from Coos County by your supplier. Since the Special Provisions on this project do not specifically permit the use of collected stock, these trees do not meet the specifications.

In addition, Mr. G.A. Meola inspected some of these trees which had not been planted on April 10 and found that the root ball size did not conform to the specifications either for nursery grown stock or for collected stock as set forth in "American Standard for Nursery Stock", which, according to Mr. Astrup's letter, require a ball with a minimum diameter of 14 inches and a depth of approximately 3/4 of the diameter for conifers of 2'-3' of height.

Based on the recommendation of Mr. Astrup, these plants (shore pine) cannot be accepted for this project. You are hereby ordered to remove these trees and to replace them with trees meeting the specifications set forth in the Special Provisions fpr this project, the Standard Specifications and the "American Standard for Nursery Stock".

C.T. Keasey

C.T. Keasey,
Resident Engineer

cc: A.A. Johnson
F.L. Morgan (..)
Mark Astrup ✓ MHA

RECEIVED
[illegible] 1965
STATE PARKS
DEPARTMENT

NOTED
G. W. WHARTON

G. W. Wharton

RECEIVED
JUN 15 1962

FOR FILING

[illegible]
6099

June 14, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County, Contract No. 6099, in connection with Federal-Aid Project No. U-318(9).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:hb

Encs.

RECEIVED
JUN 6 1962
FOR FILING

FORM ...-128

6099

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 6, 1962

Mr. Solomon Nichols
11360 SE Stevens Road
Portland 66
Oregon

Dear Sir:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

> Contract #6099, awarded May 25, 1962, for roadside improvement on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin June 18, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.
cc: L. H. Young
Lloyd P. Shaw
Res. Engineer
A. E. Johnson
Res. Engineer
Frank Morgan

RECEIVED
MAY 29 1962

FOR FILING

6099

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 25, 1962

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project U-318(9)
Washington County Line-Highlands Interchange Section
(Roadside Improvement)
Sunset Highway

This is to advise of our prior concurrence as of this date in award of contract No. 6099 for the subject project to Solomon Aichele of Portland, Oregon, low bidder in the amount of $27,048.90 at the May 23, 1962 bid opening.

MAY 29 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Morgan
Young

RECEIVED
MAY 23 1962
FOR FILING

6099

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 23, 1962

Mr. Solomon Nichols
11560 SE Stevens Road
Portland 66
Oregon

Dear Sir:

The State Highway Commission on May 23, 1962, awarded to you State Highway Contract No. 6099 for the following project:

Roadside Improvement on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County.

This award was based on your bid of $27,048.90 which was the low bid submitted to the Commission on May 23, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
MAY 4 1962
FOR FILING

[illegible]

6c99

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 1, 1962

Copy To
[illegible]
5-3-62

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project U-318(9)

We have approved, as of this date, the P. S. and E. documents for the Washington County Line-Highlands Interchange Unit of the Sunset Highway - Roadside improvement.

This is to authorize your advertising for bids.

RECEIVED
MAY 3 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 9 1962
FOR FILING
[illegible]
6099

February 2, 1962

Oregon State Highway Commission

Gentlemen:

A roadside improvement project is proposed for the Highland Interchange-Washington County Line Section of the Sunset Highway in Multnomah County.

The project extends from the Portland city limits to the Washington County line and consists of grading and reshaping slopes, placing topsoil and the functional planting of trees, shrubs, and ground cover. The estimated cost is $38,000.

Your approval of this project as a federal-aid project is recommended.

This item will be on the agenda for the next meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

PMS:er me

cc P. M. Stephenson
R. L. Porter
Frank Morgan
Mark Astrup
C. H. Maison
L. H. Young

FORM 8-90 80M 3-61 94297

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1962

SUBJECT: Roadside improvement, Highland Interchange-Washington County line section Sunset Highway

To: R. L. Porter, Assistant
Highway Engineer

BUILDING

Attached is a draft of a letter to the State Highway Commission recommending the approval of a roadside improvement on the Highland Interchange-Washington County line section of the Sunset Highway; namely, from station 126+00 to station 175+71.89.

The draft includes a brief description and estimate of the job, which we have been informed you desire.

Mark H. Astrup
Mark H. Astrup
State Parks Superintendent

MHA:ejd
attachment

RLP.

126-1081 Harrison St.-Taggart St. 1962
(Portland) Channel. Sec.,
#6100 Cascade Hwy.

RECEIVED
SEP 4 1962
FOR FILING

[illegible]

6100

September 4, 1962

Rathbone, King & Seeley
Board of Trade Building
Portland 4, Oregon

Gentlemen:

Contract #6100 awarded to Cascade Construction Co., for paving the Portland (Harrison Street-Taggart Street Channelization Section of the Cascade Secondary Highway in Multnomah County was completed on July 17, 1962 and accepted by the Highway Commission on August 9, 1962.

Final payment in the amount of $612.13 will be released to the contractor on or after September 11, 1962. The total contract amount is $19,564.47 including $243.24 for work performed under force account.

No claims for labor or material have been filed with us.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cascade Construction Co.
Foot S. W. Abernathy St.
Portland 1, Oregon

Hugh Lacey Insurance, Inc.
1308 S. W. Alder Street
Portland 1, Oregon

fp

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 5, 1962

Section Harrison St. - Taggart St. (Portland)

Kind of work Paving

Highway Cascade County Multnomah

Section prefix 126-1081

Contractor Cascade Constr. Co.

Contract number 6100

Date of contract May 25, 1962

Specified work days 20

Date work started June 18, 1962

Work days used 18

Project authorization $ 25,008

Exclusive of engineering $ 23,230

Per cent of time elapsed 90 (Completed) %

Estimated cost of completed project, exclusive of engineering $ 19,300

Estimated per cent XXXXXX underrun 16.9 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,778

Engineering cost to date $ 1,800, 101 %

Date project was completed July 17, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
-	100	100	-	100	100	-

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate should be completed by the end of next week. It is being held up pending receipt off extra work order bills from the contractor.

NOTED R. L. PORTER

Project Completed July 17, 1962.

CONSTRUCTION DIVISION
RECEIVED
AUG 6 1962
NOTED ☐ ☒ ☐ ☐ ☐
CE ACE ACE CUE

NOTED

Noted
M. N. [illegible]

Signed

Address Portland 2, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.39	0.39			0.39
Miles partially completed	0	0			0
Miles completed	0.39	0.39			0.39
Total estimated quantities (contract)	2,100	2,460			1,400 T
Total quantities corrected to date	1,681	1,724			1,407 T
Estimated quantities moved or placed to date	1,681	1,724			1,407 T
Average daily quantities	0	0			0
Average daily quantities necessary to complete project on time	0	0			0
Number shifts per day	0	0			0
Hours per shift	0	0			0
Average force on project for week	0	0			0

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Ovvercast		
Friday	Showerss AM Clearing PM		
Saturday			

RECEIVED
MAY 28 1962
FOR FILING

6100

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Cascade Construction Company
Ft. of S. W. Abernethy Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6100 for the following project:

Paving on Harrison Street-Taggart Street (Portland) Channelization Section of Cascade Highway in Multnomah County.

This award was based on your bid of $20,779.90 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

26-1034 N. Unit, Kent-Shaniko Sec., 1962
Sherman Hwy.
#6101

RECEIVED
SEP 5 1962
FOR FILING

6101

September 4, 1962

Great American Insurance Co.
Wells-Reed Insurance Co.
412 Failing Bldg
Portland 4, Oregon

Gentlemen:

Contract No. 6101 awarded to Page Paving Co., for paving on the N. Unit, Kent-Shaniko Section of the Sherman Highway in Sherman County, was completed July 16, 1962, and accepted on August 9, 1962.

Final payment in the amount of $2,019.50 will be released to the contractor on or after September 11, 1962. The total contract amount is $66,793.93 including $483.06 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc: Great American Insurance Co.
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.
Portland Service Office
407 Failing Bldg.
Portland 4, Oregon

cc: Page Paving Co.
P.O. Box 2206
Salem, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 11, 19 62

Section North Unit, Kent-Shaniko

Kind of work Paving

Highway Sherman County Sherman

Section prefix 28-1034

Contractor Page Paving Company

Contract number 6101

Date of contract May 25, 19 62

Specified work days 70

Date work started May 31, 19 62

Work days used 19

Project authorization . . . . . $ 84,057.75

Exclusive of engineering . . . . $ 74,718.00

Per cent of time elapsed 27 %

Estimated cost of completed project, exclusive of engineering . . . . $ 66,825.27

Estimated per cent overrun or underrun . . . . 12.05 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization . . . . $ 5,977.44

Engineering cost to date $ 7,100, 118.8 %

Date project was completed July 16, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The project was completed and the semi-final estimate forwarded to the division office on August 10, 1962.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
AUG 13 1962

NOTED

Signed M. D. Glenn M. D. Glenn

Address Box 420, The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		2.91		2.91	2.91
Miles partially completed					
Miles completed		2.91		2.91	2.91
Total estimated quantities (contract)		4,600 T.		38 T.	8,900 T.
Total quantities corrected to date		3,257		33.5	8,647
Estimated quantities moved or placed to date		3,257		33.5	8,647
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Pt. cloudy		
Monday	Cloudy, shower		
Tuesday	Rain		
Wednesday	Cloudy, showers		
Thursday	Cloudy, showers		
Friday	Pt. cloudy		
Saturday			

RECEIVED
N 25 1962
FOR FILING

6101

June 22, 1962

Oregon State Highway Commission

Gentlemen:

Your approval is requested for the establishment of a 35-mile-per-hour construction speed zone on the Sherman Highway between Mile Point 40.74 and Mile Point 43.64 in Sherman County.

This restriction was placed in effect at 8:00 a.m., June 25 and is necessary because of highway construction on the North Unit of the Kent-Shaniko Section.

This matter will be on the Highway Commission meeting agenda for June 29.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

RLP:ajw hlb

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MAY 28 1962

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6101

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Page Paving Company
P. O. Box 2206
Salem, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6101 for the following project:

Paving on N. Unit, Kent-Shaniko Section of the Sherman Highway in Sherman County.

This award was based on your bid of $73,418.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

129-1076 Yach Br.-Weed Br. Sec., Little 1962
Nestucca Hwy.
#6102

RECEIVED
MAR 7 - 1966
FOR FILING

[illegible]

-112

March 4, 1966

Isaacson Brothers
P. O. Box 628
Roseburg, Oregon

Gentlemen:

On March 1, 1966 you were forwarded a letter giving total payment to the contractor on Contracts 5997 and 6102 as per your request. A complete breakdown of payments by voucher estimate no. and date is as follows:

Contract No. 6102

Voucher Estimate No.	Date Processed	Total Payment
1	6-20-62	$ 720.45
2	7-23-62	13,921.88
3	8-22-62	21,754.34
4	9-21-62	21,659.45
5	10-30-62	13,104.18
6	11-8-62	2,200.83
	Total	$ 73,361.13

Contract No. 5997

Voucher Estimate No.	Date Processed	Total Payment
1	12-14-61	$ 6,406.92
2	1-22-62	9,266.58
3	2-23-62	6,359.40
4	3-16-62	996.98
5	4-20-62	445.67
6	6-21-62	765.00
7	7-23-62	8,124.66
8	8-22-62	11,579.35
9	9-21-62	5,265.32
10	10-19-62	7,244.58

Contract No. 5997 (Cont'd.)

Voucher Estimate No.	Date Processed	Total Payment
11	11-23-62	$ 7,649.32
12	12-20-62	514.20
13	6-18-63	2,338.80
14	7-25-63	4,327.53
15	9-12-63	3,960.09
16	12-10-63	4,264.90
17	12-19-63	2,418.41
	Total	$ 81,927.89

Please advise this office if we may be of further service to you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HER:ak

cc: Floyd Query
Curtis H. Baker

RECEIVED
1962
FOR FILING
[illegible]
6102

November 9, 1962

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower - 6th Floor
220 Bush St.
San Francisco 4, Calif.

Gentlemen:

On October 10, 1962 you were notified of the release of final payment on contract #6102 awarded to Bell & Isaacson Bros. for grading and stone base on the Yach Bridge-Weed Bridge on the Little Nestucca Secdy. Highway in Tillamook County.

Final payment on this contract is $2,200.83 and the total contract amount is $73,361.13. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

al
cc: Commercial Ins. Agency
555 SE Main
Roseburg, Oregon

Bell & Isaacson Bros.
P. O. Box 1186
Roseburg, Oregon

RECEIVED
[illegible] 1962
FOR FILING

6102

FORM E-30X—50M—5-62 43909

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1962

To:

MEMO TO THE FILES

SUBJECT: S.F.O. 7, Damage to Power Lines
Yach Bridge-Weed Bridge Section
Little Nestucca Highway
Contract No. 6102

The Order for State Force Work was submitted to reimburse the Tillamook P.U.D. for the cost of repairing a power line damaged by construction operations. The line was damaged twice -- once by flying rock in a blast, and the other by a falling tree during the clearing. Both operations were under the direct supervision of the State's inspector. During the clearing, both State and contractor's men were working.

This was discussed with Mr. McKinney of our Legal Division on October 12, and it was his opinion that the State was definitely obligated to pay for the damage. The payment should be made under ORS 366.430, under which the State Highway Commission is allowed to settle damage claims up to the amount of $500, which damage is caused by highway operation or maintenance, or the operation of State equipment.

It may be necessary to present this to the Highway Commission as a damage claim, but this decision should be made by our Legal Division.

C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

CHB:fp

cc R. L. Porter
L. H. Young

NOTED
R.L PORTER

RECEIVED
OCT 10 1962
FOR FILING

[illegible]

6102

October 9, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed October 5 on Contract 6102. The contract was with Ball-Isaacson Bros. and was for grading and stone base on the Yach Bridge-Wood Bridge Section of the Little Nestucca Highway in Tillamook County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 9, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw hlb

Surety letter written 10-10-62

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Yach Bridge- Weed Bridge

For Week Ending October 7, 1962

Highway Little Nestucca County Tillamook

Kind of work

Section prefix 129-1076

Contractor Bell- Isaacson Bros.

Contract number 6102

Date of contract June 8, 1962

Specified work days 65

Date work started June 6, 1962

Work days used 61 kx

Project authorization $ 84,026

Exclusive of engineering $ 78,051

Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering $ 86,500

Estimated per cent overrun ~~or underrun~~

Per cent of contract completed, based on estimated cost 9.5 %

Engineering authorization $ 5,975 100 %

Engineering cost to date $ 4,959, 83 %

Date project was completed October 5, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	-	100	-	-

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Clean up finished this week- covered the stumps & debris at Forest Service disposal area, cleaned up Lippert property. Surfaced all approaches. Hauled an additional 268 c.y. of 3/4- and spotted out some of the thinnest places in surface. Gathered up the large rocks from ditches, Walked shoulders with dozer to smooth out the pit rock showing there.

Inspector Tom Schott finished as of Fri. I believe he did a good job - and was pleasant to work with.

FINAL REPORT.

NOTED
R. L PORTER

OCT 8 1962

Signed John A. Bond John A. Bond
Res. Engr.

Address P.O. Box 169, Tillamook

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.53 overall	2.38			
Miles partially completed	-	-			
Miles completed	2.38	2.38			
Total estimated quantities ~~(contract)~~	58,000 est.				
Total quantities corrected to date	"	13,791			
Estimated quantities moved or placed to date	"	13,791 (includes 1,633 C.Y. - 3/4-)			
Average daily quantities	-	-			
Average daily quantities necessary to complete project on time	-	-			
Number shifts per day	1				
Hours per shift	8		FINAL REPORT		
Average force on project for week	~~3~~ 4				

Men 1

Supervision

Men and trucks under 3 tons 1

Men and trucks over 3 tons 2

Men and tractors

Equipment used during week: Shovels ...., Power graders (maint.) 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers (1 maint.) 2, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Rain		
Wednesday	Showers		
Thursday	Fair		
Friday	"		
Saturday	Showers		

RECEIVED
OCT 2 1962
FOR FILING

127-1076

6102

Salem, Oregon
October 2, 1962

Mr. L. I. Lindas
Chief Counsel
Building

145

File R-16671 - Lippert
Little Nestucca Highway
Tillamook County

Reference is made to your September 14 letter and the letter from Francis Sturgis which concerned the Lippert property on the Little Nestucca Highway.

There is enclosed herewith a copy of a letter from G. W. Wimer to F. D. Morgan which explains the situation and which I think contains sufficient material for you to reply to Mr. Sturgis.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Attachment

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1962

SUBJECT: (Assignment: RLP-153)
Yach Bridge-Weed Bridge Section

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Reference is made to your inquiry of September 18, 1962, requesting a report and recommendation on certain complaints lodged by Mr. Francis E. Sturgis, attorney at law, on behalf of his client, Ralph Lippert. We have met with Mr. Lippert and discussed each of his problems with him. A report from Assistant Division Engineer Wimer, which explains in detail the problems and what we are doing to correct them, is enclosed.

We believe Mr. Lippert has been satisfied and that there will be no more complaints forthcoming.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
attachment

RECEIVED
SEP 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—11-61—40231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 25, 1962

SUBJECT: Assignment No. 212-K 153-RLP

To:
Mr. F. D. Morgan
Construction Engineer
Department

Attention: Mr. F. B. Klaboe

In response to the September 11 letter from Francis E. Sturgis of Hare, Sturgis & Burdett, Attorneys at Law in Hillsboro, in behalf of Ralph Lippert concerning construction on the Yach Bridge-Weed Bridge Section of the Little Nestucca Highway adjacent to property Mr. Lippert owns, Resident Engineer John Bond met with Mr. Lippert last Saturday. He had three complaints:

1. Approaches to the Lippert property were not reconstructed.

2. Some debris was pushed onto Mr. Lippert's property.

3. Removal of a small gravel bar from the Little Nestucca River, which was not mentioned in the letter of complaint since it occurred subsequent to that letter.

The matter of not constructing approaches was an oversight on our part, as we are clearly obligated by an old right of way deed secured from Mr. Lippert in April, 1951, under Right of Way File 16671 to establish two approaches as designated by grantor. This obligation was overlooked until upon investigation traces of an old approach were found on the northerly side opposite approximate Station 404 and on the southerly side opposite approximate Station 402. They are being reconnected to the reconstructed highway this week as promised to Mr. Lippert.

On the southerly side opposite approximate Stations 402 to 403, some dozer work was done alongside the old roadway, which lies outside of the new right of way. We are uncertain of the location of the right of way alongside this old roadway and may have disturbed some of Mr. Lippert's adjoining property and pushed debris onto it. He was promised that the debris would be removed from this area and that it would be leveled up.

With respect to removal of the gravel bar from the Little Nestucca

River, this was done on the basis of permission secured from the adjoining property owner where some big boulders have rolled into the river opposite approximate Station 399. These were being pushed to the northerly side of the river adjacent to the toe of our slope and in the process the gravel bar was removed to eliminate cutting on this side of the river. It now turns out that Mr. Lippert's westerly property line is located farther west than shown on our map and that he owned the area where the gravel bar was located. He agreed to overlook the matter, since we promised to do a good job of leveling on the aforementioned item.

J. D. Walker
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. John A. Bond

Hare, Sturgis & Burdett
ATTORNEYS AT LAW
PEOPLES BANK OF OREGON BUILDING
Hillsboro, Oregon
MIDWAY 8-1186

WILLIAM G. HARE
FRANCIS E. STURGIS
JAMES E. BURDETT

DAVID B. FROST

PLEASE RETURN TO
R. L. PORTER

September 11, 1962

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention C. W. Enfield, Chief Counsel

Re: File No. 16671
Weed Bridge Section
Little Nestucca Highway

Gentlemen:

I have been retained by Ralph Lippert to represent him with respect to damages which he has sustained arising out of the reconstruction of the Little Nestucca Highway.

In 1951, Ralph Lippert and his then wife, Louise Lippert, executed a deed to the Highway Commission for right of way across their property on the Little Nestucca Highway. Mr. Lippert advises me that there is now a reconstruction of the highway going on and that the two accesses from the highway to his property have been changed in that the access near Little Creek on the North side of the highway has been taken out so that he cannot get to his property on the North side of the lot where several years ago he bulldozed out an area for construction of a summer home. On the South side of the highway, West of where Little Creek flows into the Little Nestucca River, the access that had been there for many, many years has been completely removed and he cannot get off of the highway on to his property lying South of the highway.

In addition to the foregoing matters, he advises me that, in clearing right of way and relocating the road on the area he and his former wife conveyed to you, debree and big boulders have been pushed onto his lands between the highway and the Little Nestucca River.

Mr. Lippert has a prospective buyer for alder timber, but the purchaser has stated he is not interested in acquiring the timber unless he has an access. Since Mr. Lippert had an access before, I believe it is incumbent upon the State Highway

Department to give him access to the property.

Mr. Lippert's property is located in Section 30, Township 5 South of Range 9 West of the Willamette Meridian; and, since the deed was given to the Highway Department, Mr. Lippert has obtained a divorce from his wife and she has conveyed her interest in the property to him by deed dated December 19, 1961 and recorded December 26, 1961, Book 178, page 575, Deed Records of Tillamook County, Oregon.

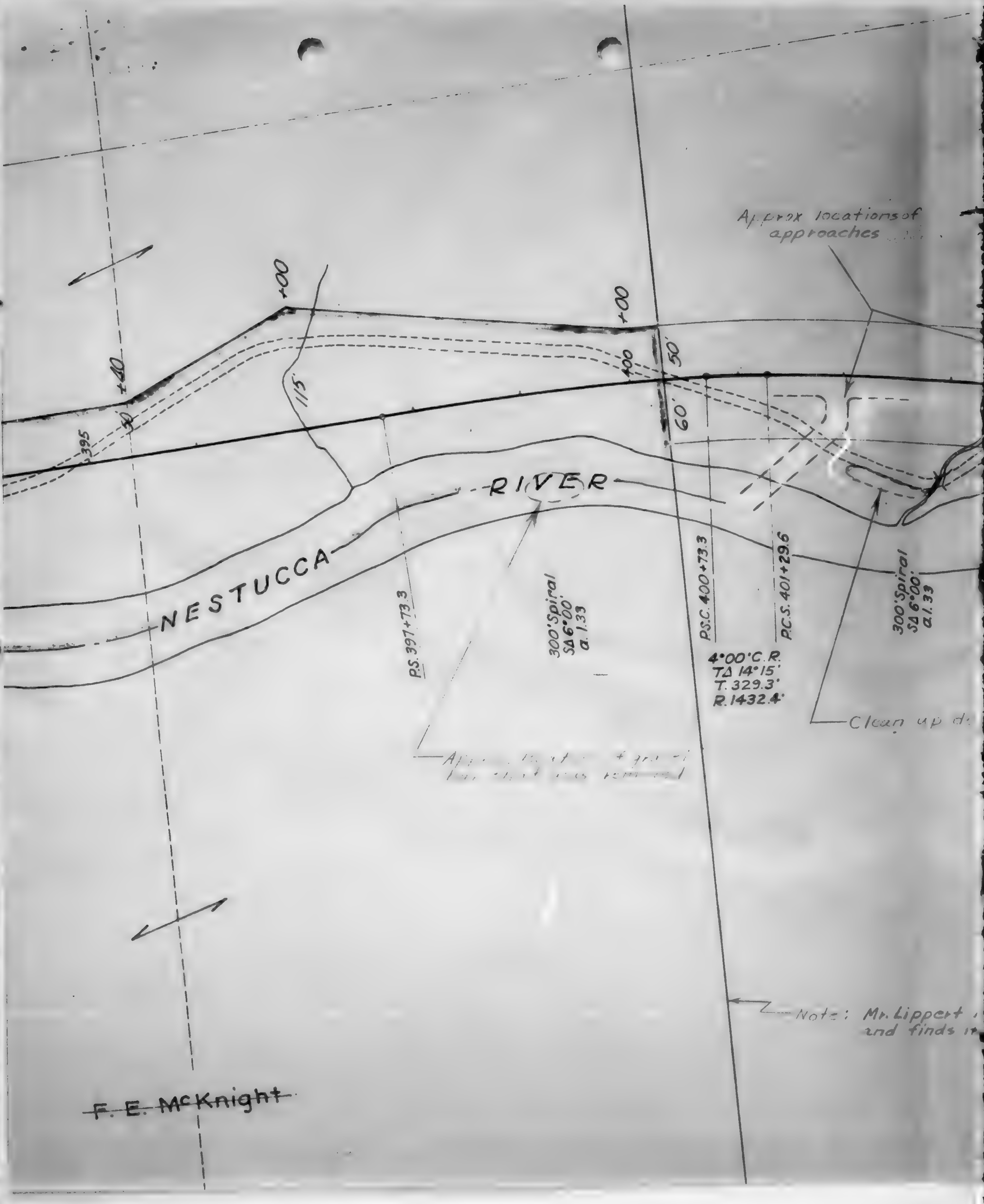
Will you please have this matter investigated by your department and then report to me. I do not desire to file any action if these matters can be taken care of amicably which I feel can be done and which I feel, under the facts, should be done.

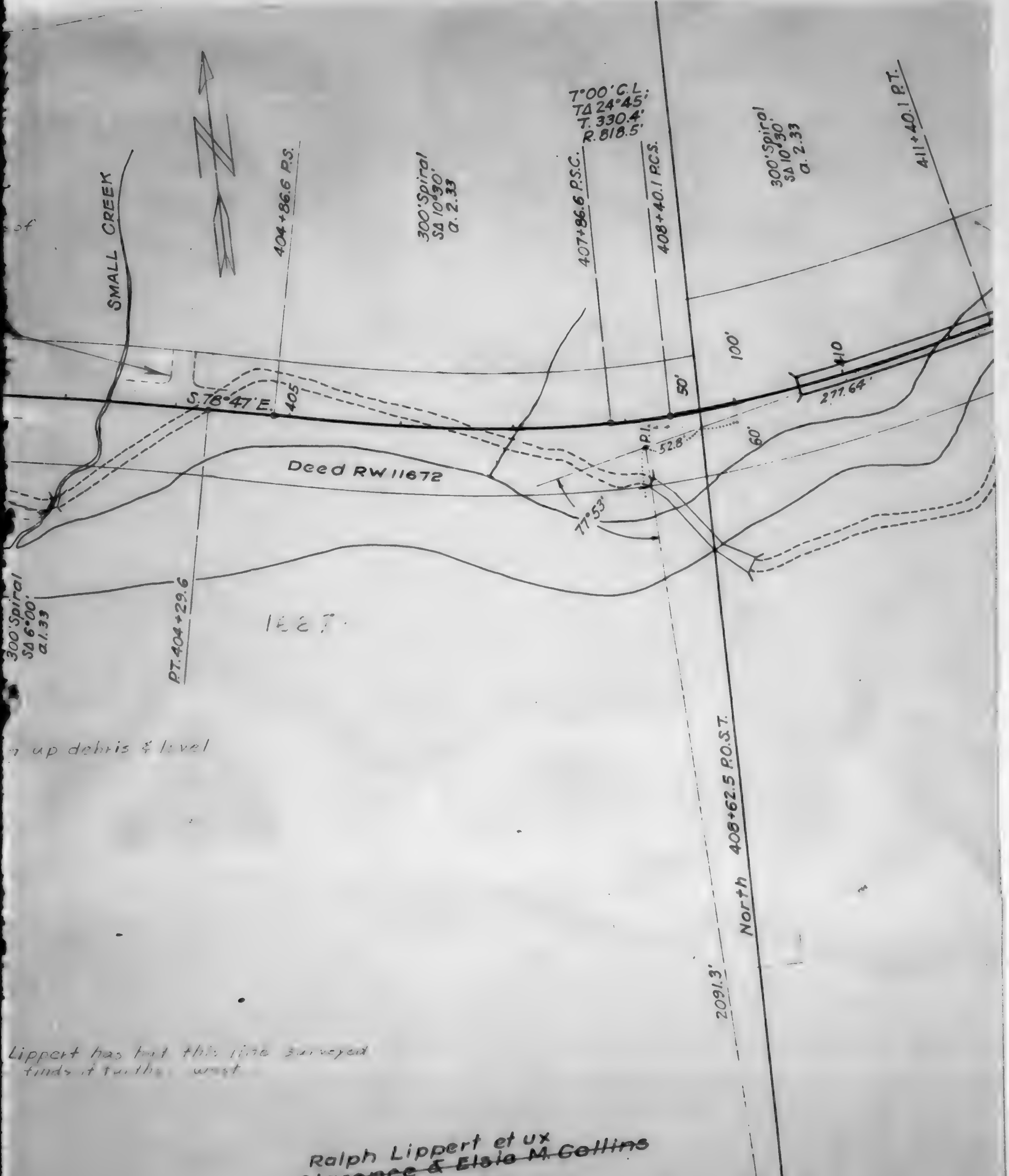
May I please hear from you promptly. Thanking you very kindly, I remain,

Very truly yours,

FRANCIS E. STURGIS

FES:rl


Approx locations of approaches
+00
+00
+40
+0
395
400
50'
60'
115
RIVER
NESTUCCA
P.S. 397+73.3
300' Spiral
SΔ 6°00'
a. 1.33
P.S.C. 400+73.3
P.C.S. 401+29.6
4°00' C.R.
TΔ 14°15'
T. 329.3'
R. 1432.4'
300' Spiral
SΔ 6°00'
a. 1.33
Clean up d
Approx. location of gravel
bar that was removed
Note: Mr. Lippert
and finds it
~~F. E. McKnight~~



n up debris & level

Lippert has had this line surveyed
finds it further west

Ralph Lippert et ux
~~Clarence & Elsie M. Collins~~
~~83-81~~
170-575

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JUL 13 1962

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 12, 1962

Tillamook Peoples Utility District
906 Main Street
Tillamook, Oregon

Power Line Adjustment
Yach Bridge-Weed Bridge Section
Little Nestucca Highway
Tillamook County

Attention: Mr. Jack Madison

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project have been approved by the State as of July 11, 1962. Reimbursement for work done subsequent to this date will be made in accordance with PPM 30-4 and all supplements thereto.

Before any work is done by your forces, it is requested that you do the following:

1. Consult with Mr. R. M. Smith, District Maintenance Superintendent for District 2-A, Foot of 14th Street, Astoria, in regard to revising your permit in this area if locating on highway right of way.

2. Contact Mr. John A. Bond, Resident Engineer, P. O. Box 169, Tillamook, prior to beginning work.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

FWS:fp
cc General Files ✓
C. H. Maison
L. H. Young
J. D. Walker
John A. Bond
R. M. Smith

RECEIVED
JUN 26 1962
FOR FILING

6102

FORM E-30X—50M—11-61—40221

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1962

To: MEMO TO THE FILES

SUBJECT: Yach Bridge-Weed Bridge Section
Contract No. 6102

This is an equipment rental job under contract to Bell and Isaacson Bros. for doing grading work and placing pit run material on the portion of the Little Nestucca Highway between M.P. 5.20 and M.P. 7.73. The contract was awarded specifying that the contractor would furnish, among other things, five dump trucks during the grading operation and seven dump trucks during the surfacing operation, having a minimum 5 yard capacity each.

During the showing of this project several contractors brought up the question of whether or not larger size trucks would be used and, if so, what kind of an adjustment would be made in the price for them. They were told that the State could not at that time indicate any change in the specification and that they should make their bid on the basis of furnishing 5 yard trucks only.

Since beginning the work, it has become very apparent that a loss of efficiency in the grading operation has resulted from the fact that the specifications specify 5 cubic yard capacity trucks. We desire to use two 10 yard trucks and three 5 yard trucks on this operation in order to increase the efficiency. The contractor was, therefore, approached and requested to give us a price for furnishing 10 yard trucks. His price was $13.50 per hour fully operated, which was obtained by doubling his bid price for the 5 yard trucks. We have negotiated with him and we believe will obtain from him a price of $12.50. This $12.50 price amounts to $1.25 per yard hour as compared to his bid price for the 5 yard truck of $1.35 per yard hour. We have also checked with the owners of the 10 yard trucks available in the area and have determined that the going price for these trucks is $1.25 per hour and that our contractor will have to pay this price.

Under the circumstances, we believe that this is the fairest way of handling the matter and will result in considerable benefit to the State.

F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
JUN 25 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

FBK:bjh

cc: R. L. Porter
J. D. Walker

RECEIVED
JUN 4 1962
FOR FILING

FORM [illegible]—11-61—[illegible]

6107

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
May 31, 1962

SUBJECT: Construction Speed Zone
Little Nestucca Highway

Agenda Item: 3c(4)

To:

MEMO TO FILE

The State Highway Commission at its meeting of May 25 approved the placement of the following temporary construction speed zone:

30 MPH ... on the Yach Bridge-Weed Bridge Section of the Little Nestucca Highway in Tillamook County, effective 8 a.m., PST, April 19, 1962, from M.P. 5.20 to 7.73.

F. B. Crandall
Traffic Engineer

nje

cc: Tom Edwards
J. D. Walker
R. M. Smitton

RECEIVED
MAY 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
MAY 28 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6/10

May 25, 1962

Bell and Isaacson Bros.
P. O. Box 1166
Roseburg, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6102 for the following project:

Grading and stone base, equip. rental on Yach Bridge-Hood Bridge Section of Little Nestucca Highway in Tillamook County.

This award was based on your bid of $56,665.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. N. Young
Mr. R. G. Savage (SIAC)

RECEIVED
Y 23 1962
FORM E-30X—50M—11-61—40231

FOR FILING
6102

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1962

SUBJECT: Tillamook Peoples Utility District
Power Line Adjustment
Yach Bridge-Weed Bridge Section
Little Nestucca Highway
Tillamook County
Project: State

To Mr. L. I. Lindas
Chief Counsel

OFFICE

ATTN: Mr. Joseph Hershberger

Bids were received on this project on May 23, 1962. A power line owned by the Tillamook Peoples Utility District, 906 Main Street, Tillamook, Oregon, is in conflict with the proposed new construction in the following locations:

> A power line along the northerly side of the existing highway and proposed construction between Station 290 and Station 305. This line is on public roadway right of way under the terms of Permit No. 4802 dated April 16, 1956.
>
> A power line between Station 306 and Station 318 on the southerly side of the existing highway crossing to the northerly side in the vicinity of Station 316 is on private property.
>
> A power line between Station 331 and Station 343 is on public roadway right of way under the terms of a permit (No. 4802) dated April 16, 1956.
>
> A pole on the southerly side of the existing highway in the vicinity of Station 444+80 located on private property.
>
> A service pole on the northerly side of the existing highway on public roadway right of way in the vicinity of Station 385+50.
>
> A power line on public roadway right of way between Station 390 and Station 407 on the southerly side of the existing highway under the terms of permit No. 4802 dated April 16, 1956.

NOTED

It is the obligation of the State to reimburse the District the cost of adjusting their facilities located on private property.

It is the obligation of the District to adjust their facilities on public roadway right of way without reimbursement.

In view of the above, it is recommended that the District be requested to prepare and submit an estimate and sketch map for the reimbursable work in accordance with PPM 30-4. The State will then give the authority to proceed with the work.

Mr. John A. Bond, P. O. Box 169, Tillamook, Oregon, is the Resident Engineer on the project.

Mr. R. M. Smith, Foot of 14th Street, Astoria, Oregon, is DMS for District 2A.

Mr. Fred Sugnet, 209-A State Highway Building, Salem, is the Utility Liaison Engineer in this area.

F. D. Morgan
Construction Engineer

By C H Baker
C. H. Baker
Ass't, Field Construction Engineer

FWS:bjh

cc: G. S. Paxson

RECEIVED
MAY 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 23 1962

FORM E-50X—50M—11-61—40231

FOR FILING

6102

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1962

SUBJECT: Lincoln-Tillamook Telephone Co.
Telephone Line Adjustment
Yach Bridge-Weed Bridge Section
Little Nestucca Highway
Tillamook County
Project: State

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

ATTN: Mr. Joseph Hershberger

Bids were opened on this project on May 23, 1962. A telephone line owned by the Lincoln-Tillamook Telephone Company, P. O. Box 106, Delake, Oregon, is in conflict with the proposed new construction:

> A telephone line, contacted on power poles on public roadway right of way under the terms of Permit No. 4802 dated April 16, 1956, between Station 290 and Station 305.
>
> A telephone line contacted on power poles between Station 306 and Station 318 on private property.
>
> A telephone line contacted on power poles on public roadway right of way under the terms of Permit No. 4802 dated April 16, 1956, between Station 331 and Station 343.
>
> A telephone line contacted on a power pole in the vicinity of Station 444+80 on private property.
>
> A telephone line contacted on power poles on public roadway right of way under the terms of Permit No. 4802 dated April 16, 1956, between Station 390 and Station 407.

It is the obligation of the company to adjust its facilities on public roadway right of way without reimbursement.

It is the obligation of the State to reimburse the company the cost of adjusting its facilities on private property.

NOTED
G. S. PAXSON

In view of the above, it is recommended that the company be requested to prepare and submit an estimate for the reimbursable work in accordance with the terms of PPM 30-4. The State will then give the authority to proceed with the work.

Mr. John A. Bond, P. O. Box 169, Tillamook, Oregon, is the Resident Engineer on the project.

Mr. R. M. Smith, Foot of 14th Street, Astoria, Oregon, is the DMS for District 2A.

Mr. Fred Sugnet, Room 209-A, State Highway Building, Salem, Oregon, is the Utility Liaison Engineer in this area.

F. D. Morgan
Construction Engineer

By CH Baker
C. H. Baker
Ass't. Field Construction Engineer

FWS:bjh

cc: G. S. Paxson ✓

RECEIVED
MAY 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 4 1962
FOR FILING

139-[illegible]

6102

May 3, 1962

Oregon State Highway Commission

Gentlemen:

Your concurrence is requested in the establishment of a 30-mile-per-hour construction speed zone on the Little Nestucca Highway between Mile Point 5.20 and Mile Point 7.73 in Tillamook County. This zone was established at 8:00 a.m. on April 19.

The matter will be on the agenda of the May 25 meeting for your consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

RLP:ajw hlb

RECEIVED
MAR 2 1962
FOR FILING

FORM E-30X—90M—11-61—40231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1962

SUBJECT: Yach Bridge-Weed Bridge Section
Little Nestucca Secondary Highway

To:

Mr. F. D. Morgan
Construction Engineer
Department

Attached are special provisions, sketch and estimate on the subject section. This project is included in the State Construction Budget in the amount of $40,000. Present estimate is $85,000. Assistant State Highway Engineer Tom Edwards has instructed the difference be made up by reducing or eliminating other state construction projects budgeted for the Division. This will be done. He also requested the project be completed in time to oil with State Forces this season, necessitating an early contracting date. Present schedule is for May letting, which should be satisfactory.

Your attention is directed to the portion of these specifications calling for use of State-furnished aggregates in stock pile for level course purposes. These materials are not presently on hand. In fact, it is proposed a new stock pile site be purchased for their storage. It will also be used for future State Force paving plant setups, following which bids should be called for rock production. It is intended to also complete these arrangements in time for May letting if possible.

J. D. Walker
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. Tom Edwards
Mr. I. A. DeFrance
Mr. Walter Hall

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

NOTED
R. D. ASBURRY

[illegible]
FOR [illegible]
131-107

3-1-62

LOCATION PROSPECTUS

Section: Yach Bridge-Weed Bridge

Highway: Little Nestucca State Secondary No. 130, Federal-aid Secondary No. 614

County: Tillamook

Termini: Westerly -- 5.20 miles easterly of junction of Oregon Coast and Little Nestucca Highways (M.P. 5.20). Easterly -- 1.7 miles westerly of junction of Three Rivers and Little Nestucca Highways (M.P. 7.73).

Length: Existing -- 2.53 miles. Proposed -- Same Length

Narrative: This will be a location survey to prepare plans, estimates and specifications for intermittent widening and relocation of the existing facility on an equipmental basis. The project is in the 1962 State Construction Budget.

Characteristics:

	Existing	Proposed
ADT	80	120
Max. Grade	6%	
Max. Curvature	16°	
Rise and Fall	339'	
Central Angle	282°	

Typical Section: 20-foot travel way with 2-foot shoulders

Base Design:

Wearing Surface		3/4" 0-9 Oil Mat (Future)
Top Course Base	2	" 3/4"-0 Level (Future)
Bottom Course	12	" Base Coarse (Pit run)
Total Depth	14 3/4"	

Access: No changes

Material Sources: Local State and commercial

Additional Facilities: Interchanges - None

Railroad Crossings - None

Additional Facilities: Bridges
(Continued)

Name	M.P.	Length	H.C.
Yach Bridge	5.20	180'	16'
Muscott Bridge	6.09	180'	15'11"
Weed Bridge	7.73	300'	15'11"

Agreements: None Required

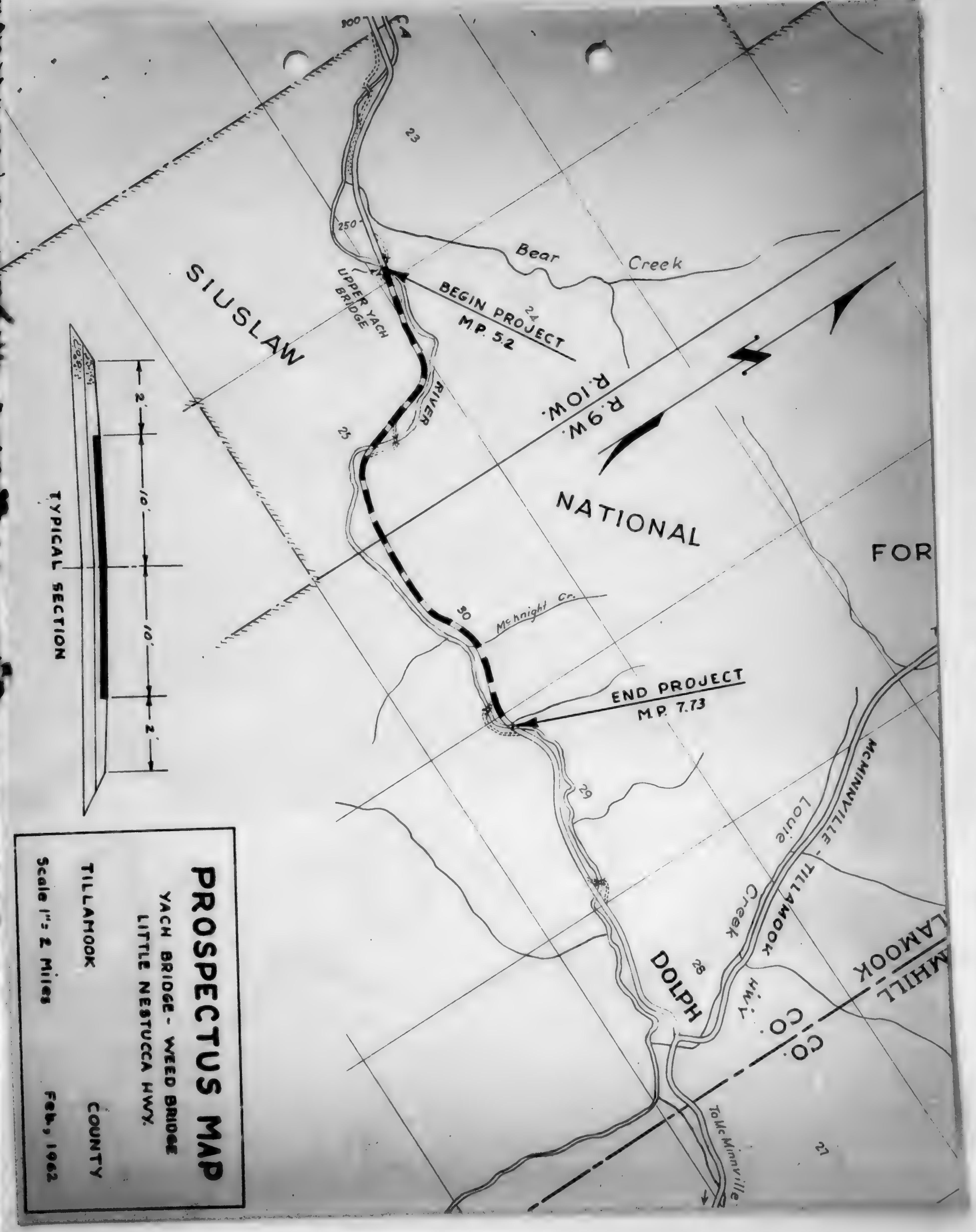
State Parks: None affected

March 1, 1962

Attachment

cc: Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. D. Morgan
J. D. Walker (3)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
MAR 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS MAP

YACH BRIDGE - WEED BRIDGE
LITTLE NESTUCCA HWY.

TILLAMOOK COUNTY

Scale 1" = 2 Miles Feb., 1962

332-1708 Lostine (Wallowa St.) Sec. of City St. 1962

#6103

[illegible] 72
[illegible]

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6103 Prefix 332-1708 Survey Prefix 332-1457

Street Wallowa Street

City Lostine

Payments to Contractor	$ 10,684.99
Engineering and Contingencies	1,063.74
Survey	997.05
TOTAL	$ 12,745.78
Agreed State Share	12,745.78
Agreed City Share	$ - -
City Advance Deposit	$ - -

Reference: Outside Billing None

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

CONTRACT PAYMENT VOUCHER

A-20 (REVISED 1-60)

COUNTY Wallowa

HIGHWAY City Street

SECTION Lostine (Wallowa Street)

PREFIX NO. 332-1708-201(41)

CONTRACT NO. 6103

NO.	ITEMS	UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS
001	DRAINAGE EXCAVATION UNCLASSIFIED	CU YDS	40000	35160	14064	1
002	GENERAL EXCAVATION UNCLASSIFIED	CU YDS	15000	1122600	168390	16
003	65-IN ARCH-TYPE CORR METLPIPE UNCOATED	LIN FT	300000	22000	66000	6
004	12-INCH CONCRETE PIPE	LIN FT	25000	78000	19500	1
005	30-INCH CONCRETE PIPE	LIN FT	90000	20000	18000	1
006	METAL GUARD RAIL	LIN FT	50000	57000	28500	2
007	BASE MATERIAL GRID-ROLLED	CU YDS	15000	1375000	206250	20
008	3/4 IN-0 MATERIAL IN LEVELING COURSE	CU YDS	50000	446400	223200	22
009	S[illegible]INKLING	M-GALS	50000	52500	26250	2
010	P[illegible]PARATION OF BASE	MILE	20000000	220	44000	4
011	FURNISHING AND PLACING AGGREGATES	CU YDS	100000	137300	137300	13
012	120-150 ASPHALT	TONS	700000	9830	68810	6
013	EXTRA FOR OILING APPROACHES	ONLY	500000	7000	35000	3
111	3/4 IN-0 MATL IN BINDER	C Y	60000	27000	16200	1
112	MC-250 ASPHALTIC	TON	800000	4810	38480	3
121	SETTLMNT FOR CLAIM REMVNGPOLE FENCE	LUMP SUM	228500	1000	2285	
131	SETTLMNT FOR CLAIM HAULNG12IN CONC PIPE	LUMP SUM	260000	1000	2600	
601	EXCESS WORKDAYS	DAY	300000CR	20000CR	60000	CR 6
801	FLAGGING				8562	8
802	REPAIR IRRIGATION DITCH				5108	

Work performed on this estimate covered
by prior wage certificate

DATE 10/ 31 /63	CONTRACT NO. 6103	TOTAL CONTRACT ITEMS	1054829	104
PREVIOUS VOUCHER NO. 7603		0 % RETAINED ON CONTRACT ITEMS		
CHECKED BY CP hc		FORCE ACCOUNT	13670	1
ENGINEER OR AUDITOR L. V. Blickenstaff		TOTAL PAYMENTS	10,684.99	10,636

llowa

y Street

tine (Wallowa Street)

PREFIX NO.
332-1708-201(41) 48.85 Dr.

CONTRACT NO. 6103

ESTIMATE NO. 6 P.F.

UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
40000	35160	14064	14064	
15000	1122600	168390	168390	
300000	22000	66000	66000	
25000	78000	19500	19500	
90000	20000	18000	18000	
50000	57000	28500	28500	
15000	1375000	206250	206250	
50000	446400	223200	223200	
50000	52500	26250	26250	
20000000	220	44000	44000	
100000	137300	137300	137300	
700000	9830	68810	68810	
500000	7000	35000	35000	
60000	27000	16200	16200	
800000	4810	38480	38480	
228500	1000	2285		2285
260000	1000	2600		2600
300000CR	20000CR	60000	CR 60000	CR
		8562	8562	
		5108	5108	
TOTAL CONTRACT ITEMS		1054829	1049944	4885
AINED ON CONTRACT ITEMS				
FORCE ACCOUNT		13670	13670	
TOTAL PAYMENTS		10,684.99	10,636.14	48.85

STATE WARRANT NO. 63-64

AGENCY VOUCHER NO. 12853

HIGHWAY FUND

PAYEE

Don Greene Construction, Inc.
805 N. Liberty St.
Salem, Oregon

734-01-99~~4~~ 5	03	TRANS. CODE A

AMOUNT
$ 48.85

FOR PAYMENT OF ACCOUNTS INCURRED BY THE STATE HIGHWAY DEPARTMENT BY AUTHORITY OF O.R.S. 366.435 APPROVED FOR PAYMENT AND INCLUDED ON LIST NO.

CONTRACTOR'S CERTIFICATE

I, ________________

certify that I am ________________
(If firm or corp., state capacity)

that I have knowledge of the within described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there is due me from the State of Oregon the amount indicated above; further that where force account work is charged, any contributions to the employees health and welfare fund required by negotiation between the Associated General Contractors, and the laborers, teamsters, and operating engineers unions have been paid; further, that no portion of this claim has been previously paid.

SIGNATURE X

This claim has been authorized in the above amount.

Deputy State Highway Engineer

AUDITED BY

PERIOD COVERED
To 7/15/63

AUDITED AND ALLOWED

Secretary of State

DUPLICATE VOUCHER

11-1-63

RECEIVED
NOV 4 1963

FOR FILING

[illegible]

6103

November 1, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

A post-final payment for $48.85 will be made to Don Greene Const. Inc., on contract #6103 for grading-oiling Wallowa Street in Lostine, Wallowa County, as soon as the warrant is prepared.

The total amount paid on this contract will be $10,684.99 including the post-final payment. Of the total, $136.70 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

cc: Don Greene Const. Inc.,
805 North Liberty
Salem, Oregon

cc: C. H. Maison
Attn.: John Harr

RECEIVED
NOV 4 1963

FOR FILING
[illegible]

6103

November 1, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

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The total amount paid on this contract will be $10,684.99 including the post-final payment. Of the total, $136.70 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

cc: Don Greene Const. Inc.,
805 North Liberty
Salem, Oregon

cc: C. H. Maison
Attn.: John Kerr

RECEIVED
OCT 4 1963

FOR FILING

[illegible]

6103

October 4, 1963

J. F. Konen Construction Co., Inc.
9th & Main
Lewiston, Idaho

Attention: Mr. Donald J. Konen

Gentlemen:

In reply to your letter of October 1, the acceptance dates on the Don Greene Construction, Inc. contracts listed are as follows:

Contract No. 6071 - September 25, 1963.
Contract No. 6103 - August 14, 1963.
Contract No. 6114 - August 26, 1963.
Contract No. 6118 - August 14, 1963.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

H. S. Cox 1963

NOTED
H. S. COX

RECEIVED
SEP 16 1963
ENGINEER
COUNTY & CITY DIVISION

La Grande, Oregon
September 13, 1963

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

NOTED

City of Lostine
Lostine, Oregon

Attention: Mrs. Geneva McArtor, City Recorder

Dear Mrs. McArtor:

This will acknowledge receipt of your letter of September 3, 1963. In this letter you state that you are disappointed in the street oiling job just completed by Don Greene, Contractor. Mr. Coulter, our Assistant Division Engineer, looked at the job again after receiving your letter and contacted Mr. Crow, Mayor. I looked at the job this week. Neither Mr. Coulter nor myself could find any apparent fault with the job.

This job is what we call an O-11 Oil and is not smooth like the more expensive asphalt concrete jobs which you have going up-river. I would say that the job is average.

We are sorry that you are unhappy with the job, but it is similar to our own job just finished on Sheep Creek, also jobs done by Greene on Whiskey Creek and Bear Creek for Wallowa County. These jobs are all "O-11" and satisfy our standards for this type of project.

Very truly yours,

A. F. Parson
Division Engineer

AFP:if

cc: Mr. F. D. Morgan w/copy of letter from Mrs. McArtor
Mr. H. S. Cox w/copy of letter from Mrs. McArtor
Mr. L. V. Blickenstaff w/copy of letter from Mrs. McArtor

City of Lostine
Lostine, Oregon

September 3, 1963

A. F. Parson ; Division Engineer
State of Oregon
Highway Department
Box 908
La Grande, Oregon

Dear Mr. Parson;

In regard to your request for a letter from the City of Lostine, telling about the paving, 1 section of Wallowa street, just recently completed by Don Greene, Construction.

Mayor, Melvin Crow, and all City officials agree it is a very poor job of grading and paving. The road is very rough, wash board effect, yet can see and feel every chuck hole that occured last winter.

We the City of Lostine are disappointed with the job, also surprised the Oregon State Highway Department would approve it as a finished job.

Yours truly,

Geneva McArtor
City Recorder

RECEIVED
SEP 18 1963
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
SEP 4 1963
FOR FILING

September 3, 1963

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On August 16, 1963, we wrote to you concerning release of final payment on Contract No. 6103, awarded to Don Greene Construction, Inc., for grading and oiling on Wallowa Street in the City of Lostine, Wallowa County.

Final payment on this contract is $788.25 and the total contract amount is $10,636.14, including $136.70 for work performend under force account.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head, Asst. Secretary

CC:
Bourland Insurance Agency
1980 Fairgrounds Road N. E.
Salem, Oregon

Don Greene Construction, Inc.
505 N. Liberty
Salem, Oregon

C. H. Maison
Attn.: John Herr

fp

NOTED ON CARD
LP

RECEIVED
AUG 15 1963
FOR FILING

6103

August 14, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed July 15 on Contract No. 6103. The contract was with Don Greene Construction Company and was for grading and oiling on the Lostine (Wallowa Street) City Street Section in Wallowa County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 14, 1963, and that you concur in this procedure at the Commission meeting on August 29.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

FORM E-1 (REV. 5-58)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER

WEEK ENDING: August 10, 1963

SECTION: Lostine (Wallowa Street)

SECTION PREFIX: 332-1708

HIGHWAY: City Street

COUNTY: Wallowa

NAME OF JOB: Lostine (Wallowa Street)

KIND OF WORK: Grading & Oiling

CONTRACTOR: Don Greene Construction . Inc.

CONTRACT NUMBER: 6103

FEDERAL AID PROJECT NUMBER

DATE OF CONTRACT: May 25, 1962

DATE WORK STARTED: July 11, 1962

ESTIMATED COMPLETION DATE: July 15, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 50

WORK DAYS USED: 70

PERCENT OF TIME ELAPSED: 140

PROJECT AUTHORIZATION: $ 12,928.52

ENGINEERING AUTHORIZATION: $ 919.36

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST

EXCLUSIVE OF ENGINEERING: $ 12,009.14

ENGINEERING COST TO DATE: $ 891.13

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 10,702.03

PERCENT OF AUTHORIZATION: 96.9%

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 10.9%

DATE PROJECT WAS COMPLETED: July 15, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100		100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.22	0.22		0.22	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.22	0.22		0.22 Agg.	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,700	1,800		Asph.-21 135	
TOTAL QUANTITIES CORRECTED TO DATE	1,166.7	1,821.4		14.64 164.3	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,166.7	1,821.4		14.64 164.3	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			NOTED
WEDNESDAY			AUG 12 1963
THURSDAY			
FRIDAY			
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No Activity All Week.
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-Final sent to Division August 6, 1963.

SIGNED L.V. Blickenstaff

ADDRESS P.O. Box 134, Umatilla

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

xxxxxxxxxxxxxxx

NOTED
DON HARWELL

NOTED
H. S. COX

April 27, 1962

Hon. Melvin E. Crow
The Mayor
City Hall
Lostine, Oregon

Dear Sir:

Enclosed you will find one revised option form in triplicate covering right-of-way to be acquired in connection with the construction project on Wallowa Street. Because files 34626-A and 34626-B are under the same ownership, we have combined them under file 34626-A. File 34626-B has been canceled.

File #34626-A	Melvin E. Crow and Warner Crow	2,500 sq. ft.

We are enclosing three prints of Map No. 10C-41-7 covering this area and bearing our date of April 25, 1962.

As this project is to be let on May 23, we would like to have a copy of the signed option returned to us by May 2 which is the date the contract will be advertised.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

cc: Mrs. Geneva McArtor, City Recorder

FORM E-30 8OM 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

NOTED
DON HARWELL

Salem, Oregon
April 26, 1962

SUBJECT: File No. 34626-A-Option
Wallowa Street (Lostine)
City Street-Lostine, Oregon

To: Mr. H. S. Cox
County & City Relations Engr.
OFFICE

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

Attached you will find 1 revised option form in quadruplet covering right of way to be acquired in connection with Wallowa Street (Lostine) Section-City Street-Lostine, Oregon in Wallowa County.

Because files 34626-A and B are both under the same ownership, we have combined them under file 34626 "A". File 34626-B has been cancelled.

We are attaching 4 prints of map No. 10C-41-7 covering this area and bearing our date of April 25, 1962.

File No.	Name	Area
34626-A	Melvin E. Crow and Warner Cros	2,500 sq. ft.

RECEIVED
APR 27 1962
ENGINEER
COUNTY & CITY RELATIONS

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encls. 1 Option
4 Prints

3 copies Sent to Melvin Crow
4-27-62
V. J

cc: A. F. Parson-1 Map

K. A. Chatwood

cc: Frank Morgan
Attn: Floyd Scott

File No. 34626 A

REAL ESTATE OPTION

Grantor Melvin E. Crow and Warner Crow Mail Address

Agent

Section Wallowa Street (Lostine) xxxxxxxxx City Street-Lostine, Oregon

Purpose R/W Desc. Checked by RR 4-23-62 10C-41-7

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Lostine xxxxxx a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the SW¼ of Section 10, Township 1 South, Range 43 East, W. M., Wallowa County, Oregon, and being a portion of that property described in that deed to Melvin E. Crow and Warner Crow, recorded in Book 63, Page 328, of Wallowa County Records of Deeds; the said parcel being that portion of said property included in a strip of land 35 feet in width, lying on the Northeasterly side of the following described center line:

Beginning at Engineer's center line Station 0+00, which Station equals Station 1163+46.2 on the center line of the Wallowa Lake Highway, said Station being 523.0 feet South and 62.9 feet East of the Northeast corner of Lot 1, Block H in the City of Lostine; thence South 87° 14' West 100.58 feet; thence on a 179.05 foot radius curve right (the long chord of which bears North 65° 12' 45" West) 172.21 feet; thence North 37° 39' 30" West 44.76 feet; thence on a 477.47 foot radius curve right (the long chord of which bears North 32° 28' West) 86.53 feet; thence North 27° 16' 30" West 192.06 feet to Engineer's center line Station 5+96.14.

The Northeasterly line of said strip of land crosses the Southerly and Northerly lines of said property approximately opposite Engineer's center line Stations 1+70 and 3+25, respectively.

The parcel of land to which this description applies contains 2,500 square feet, more or less.

jm/mc

Lostine 4-4-61

Right of way

Mayor Crow advised us (R Prange & I) that parcels A & B were both Crow property and he would change names on option -

also parcel "D" is not needed as line has been changed to miss the 15 sq. ft.

HCG

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
JOHN D. GRAHAM

NOTED
H. S. COX

April 2, 1962

Mrs. Geneva Mc Artor
City Recorder
Lostine, Oregon

Dear Mrs. Mc Artor:

Herewith are three copies each of real estate options on property required for the construction project on Wallowa Street.

These options are as follows:

File #34626-A	Melvin E. and Warner Crow	250 sq. ft.
File #34626-B	P. M. Paulson	2,250 sq. ft.
File #34626-C	L. G. and Myreen Tippert	3,200 sq. ft.

Please obtain signatures on these options and return one copy of each option to this office as soon as possible as the contract for this project cannot be awarded until these options are in our hands.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox By H. C. G.

H. S. Cox
County and City Relations Engineer

HCA:eb
cc: Hon. Melvin E. Crow

FORM E-30 50M 6-61 36681

NOTED
Harold C. Ayers

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
R. H. PRANGE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1962

SUBJECT: OPTIONS
Wallowa Street (Lostine)
Lostine, Oregon

To: Mr. H. S. Cox
County & City Engineer
OFFICE

NOTED
JOHN D. GRAHAM

RECEIVED
APR - 3 1962
ENGINEER
COUNTY & CITY RELATIONS

This is to confirm that on this date we handed Mr. Ayers 4 option forms in quadruplet covering right of way to be acquired in connection with the Wallowa Street, City of Lostine project.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the engineers of the condition, if any, on each transaction.

We also handed him 4 prints of map 10C-41-7 covering this area and bearing our date of April 2, 1962.

File No.	Name	Area
34626-A	Melvin E. Crow and Warner Cros	250 sq. ft.
34626-B	P. M. Poulson	2,250 " "
34626-C	L. G. Tippett, et ux	3,200 " "
34626-D	Eliza C. Avery	15 " "

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm

cc: A. F. Parson
K. A. Chatwood

Form E-309x—4M—7-61

File No. 34626 C

REAL ESTATE OPTION

Grantor L. G. and Myreen Tippett Mail Address

Agent

Section Wallowa Street (Lostine) County Road Lostine, Oregon

Purpose Right of Way Desc. Checked by RR 3-29-62 100-41-7

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Lostine, Ore. County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the SW¼ of Section 10, Township 1 South, Range 43 East, W.M., Wallowa County, Oregon, and being a portion of that property described in that deed to L. G. Tippett and Myreen Tippett, recorded in Book 65, Page 497, of Wallowa County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the following described center line:

Beginning at Engineer's center line Station 0+00, which Station equals Station 1163+46.2 on the center line of the Wallowa Lake Highway, said Station being 523.0 feet South and 62.9 feet East of the Northeast corner of Lot 1, Block H in the City of Lostine; thence South 87° 14' West, 100.58 feet; thence on a 179.05 foot radius curve right (the long chord of which bears North 65° 12' 45" West) 172.21 feet; thence North 37° 39' 30" West, 44.76 feet; thence on a 477.47 foot radius curve right (the long chord of which bears North 32° 28' West) 86.53 feet; thence North 27° 16' 30" West, 192.06 feet to Engineer's center line Station 5+96.14.

The Northeasterly line of said strip of land crosses the Southerly and Northerly lines of said property approximately opposite Engineer's center line Stations 3+25 and 4+55, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
2+72.79		3+17.55	30
3+17.55		4+04.08	30 in a straight line to 40
4+04.08		4+50	40 taper to 45
4+50		5+00	45 taper to 30

The parcel of land to which this description applies contains 3,200 square feet, more or less.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Lostine. Where the name County is printed it shall mean City.

ko/pf

Form E-309x--4M--7-61

File No. 34626-B

REAL ESTATE OPTION

Grantor P. M. Poulson Mail Address

Agent

Section Wallowa Street (Lostine) ~~County~~ City Street - Lostine, Oregon

Purpose R/W Desc. Checked by RR 3-29-62 10C-41-7

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Lostine ~~County,~~ a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the SW¼ of Section 10, Township 1 South, Range 43 East, W.M., Wallowa County, Oregon, and being a portion of that property described in that deed to P. M. Poulson, recorded in Book 35, Page 99, of Wallowa County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the following described center line:

Beginning at Engineer's center line Station 0+00, which Station equals Station 1163+46.2 on the center line of the Wallowa Lake Highway, said Station being 523.0 feet South and 62.9 feet East of the Northeast corner of Lot 1, Block H in the City of Lostine; thence South 87° 14' West, 100.58 feet; thence on a 179.05 foot radius curve right (the long chord of which bears North 65° 12' 45" West) 172.21 feet; thence North 37° 39' 30" West, 44.76 feet; thence on a 477.47 foot radius curve right (the long chord of which bears North 32° 28' West) 86.53 feet; thence North 27° 16' 30" West, 192.06 feet to Engineer's center line Station 5+96.14.

The Northeasterly line of said strip of land crosses the Easterly and Northerly lines of said property approximately opposite Engineer's center line Stations 2+10 and 3+25, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
1+00.58		2+72.79	35
2+72.79		3+17.55	30
3+17.55		4+04.08	30 in a straight line to 40

The parcel of land to which this description applies contains 2,250 square feet, more or less.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Lostine. Where the name County is printed it shall mean City.

mc/bf

Form E-309x—4M—7-61

File No. 34626-A

REAL ESTATE OPTION

Grantor Melvin E. and Warner Crow Mail Address

Agent

Section Wallowa Street (Lostine) ~~County Road~~ Lostine, Oregon

Purpose R/W Desc. Checked by RR 3-29-62 10C-41-7 [illegible]

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Lostine, Ore. ~~COUNTY~~ a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the SW¼ of Section 10, Township 1 South, Range 43 East, W. M., Wallowa County, Oregon, and being a portion of that property described in that deed to Melvin E. Crow and Warner Crow, recorded in Book 63, Page 328, of Wallowa County Records of Deeds; the said parcel being that portion of said property included in a strip of land 35 feet in width, lying on the Northeasterly side of the following described center line:

Beginning at Engineer's center line Station 0+00, which Station equals Station 1163+46.2 on the center line of the Wallowa Lake Highway, said Station being 523.0 feet South and 62.9 feet East of the Northeast corner of Lot 1, Block "H" in the City of Lostine; thence South 87° 14' West, 100.58 feet; thence on a 179.05 foot radius curve right (the long chord of which bears North 65° 12' 45" West) 172.21 feet; thence North 37° 39' 30" West, 44.76 feet; thence on a 477.47 foot radius curve right (the long chord of which bears North 32° 28' West) 86.53 feet; thence North 27° 16' 30" West, 192.06 feet to Engineer's center line Station 5+96.14.

The Northeasterly line of said strip of land crosses the Southerly and Westerly lines of said property approximately opposite Engineer's center line Stations 1+70 and 2+10, respectively.

The parcel of land to which this description applies contains 250 square feet, more or less.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Lostine. Where the name County is printed it shall mean City.

bf/mc

Form E-209—4M—7-61

File No. 34626 D

REAL ESTATE OPTION

Grantor Eliza C. Avery Mail Address

Agent

Section Wallowa Street (Lostine) ~~County Road~~ City Street -Lostine, Oregon

Purpose R/W Desc. Checked by RR 3-29-62 10C-41-7

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of City of Lostine ~~County~~, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in the SW¼ of Section 10, Township 1 South, Range 43 East, W. M., Wallowa County, Oregon, and being a portion of that property described in that deed to Eliza C. Avery, recorded in Book 36, Page 88, of Wallowa County Records of Deeds; the said parcel being that portion of said property lying Easterly of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 47, Page 354 of Wallowa County Records of Deeds and included in a strip of land variable in width, lying on the Northeasterly side of the following described center line:

Beginning at Engineer's center line Station 0+00 which Station equals Station 1163+46.2 on the center line of the Wallowa Lake Highway, said Station being 523.0 feet South and 62.9 feet East of the Northeast corner of Lot 1, Block H in the City of Lostine; thence South 87° 14' West, 100.58 feet; thence on a 179.05 foot radius curve right (the long chord of which bears North 65° 12' 45" West) 172.21 feet; thence North 37° 39' 30" West, 44.76 feet; thence on a 477.47 foot radius curve right (the long chord of which bears North 32° 28' West) 86.53 feet; thence North 27° 16' 30" West, 192.06 feet to Engineer's center line Station 5+96.14. The Northeasterly line of said strip of land crosses the Southerly line of said property approximately opposite Engineer's center line Station 4+55.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
4+04.08		4+50	40 taper to 45
4+50		5+00	45 taper to 30
5+00		5+96.14	30

The parcel of land to which this description applies contains 15 square feet, more or less.

Regardless of statements herein to the contrary, this option is in the name of and for the City of Lostine. Where the name County is printed it shall mean City.

pf/ko

not needed

Form E-11—4M—8-50

File No.

ALL OF THE FOLLOWING INFORMATION TO BE TAKEN FROM OWNER AT TIME OF TAKING OPTION

1. Property located:

Lot or Section ..... Block or Township ..... Addition or Range ..... W. M. ..... County

2. Husband: ..... Wife:

Address: ..... Phone No.

Former wife: ..... Former husband:

Divorced: ..... Where ..... Date ..... Divorced: ..... Where ..... Date

Deceased: ..... Where ..... Date ..... Deceased: ..... Where ..... Date

3. Contract purchasers: Date ..... Unrecorded ..... Recording data

Husband: ..... Wife:

Address: ..... Phone No.

4. Lessees: ..... Names in full:

Address: ..... Phone No.

5. Mortgage from: ..... Address:

Chattel mortgage from: ..... Address:

6. Other persons having interest in property: (State how interested—give names and addresses)
(If none—so state)

7. Name of estate, if any:

Executor or administrator: ..... Address: ..... Phone No.

Attorney: ..... Address: ..... Phone No.

Name of all heirs, their spouses and addresses:

Names and ages of minor children:

Note—Use reverse side, if necessary, for complete information.

8. Remarks:

NOTE: List Title Insurance Policy, Abstract or Torrens Certificate available—if accompanying, so state.

Name of Title Insurance Company

No. of Policy ..... **Date of issuance** ..... **Torrens Certificate No.**

State Printing 22064

OREGON STATE HIGHWAY DEPAR

Located Line

LOSTINE(WALLOWA S

CITY STREET

WALLOWA COUNTY

Scale: I inch = 50 feet

Traced by L.J. M

DRG. NO. 10C-41-7

NOTE: ALL TAKINGS

Y DEPARTMENT

ine

A ST.) SECTION

REET

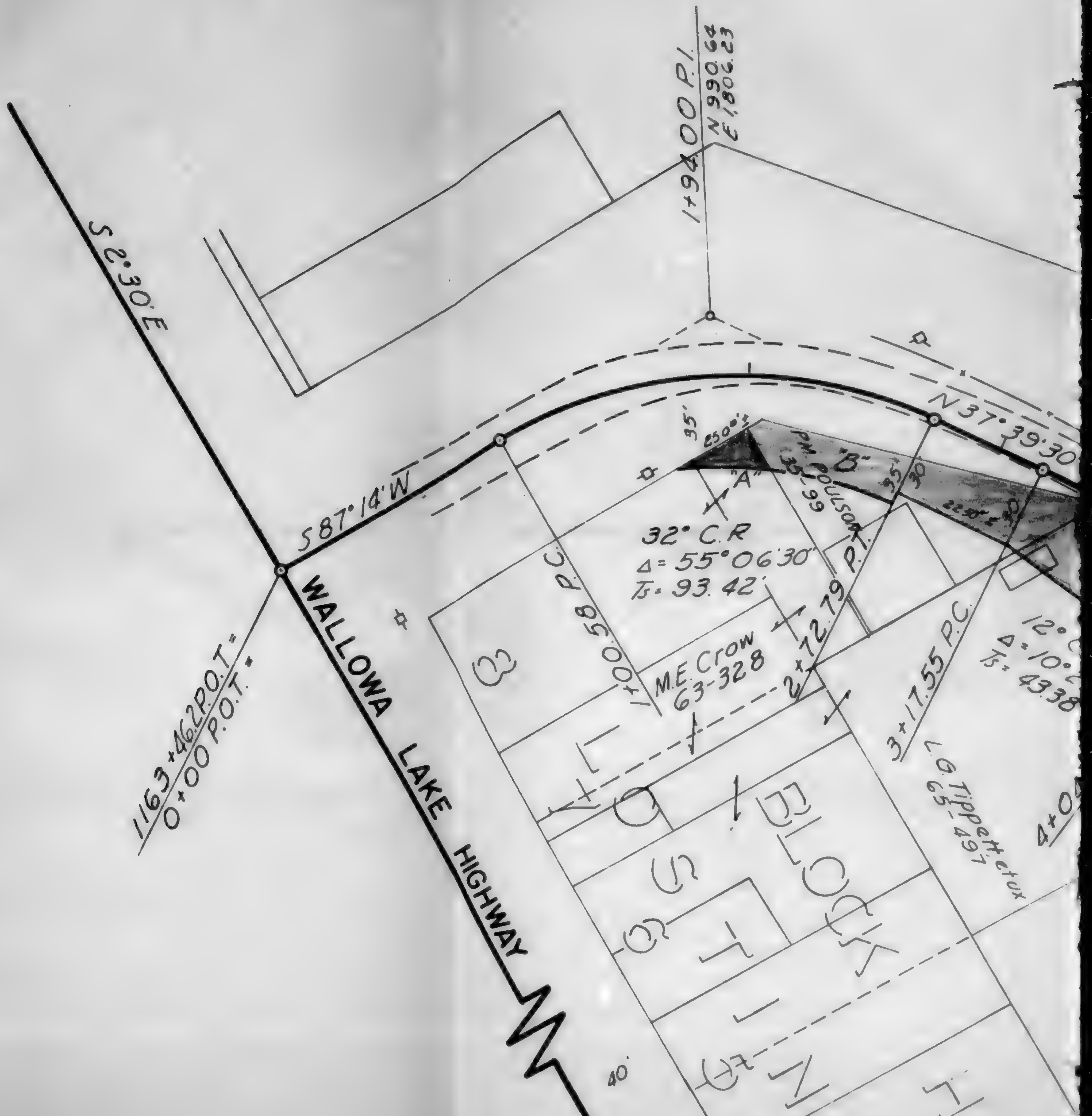
UNTY

50 feet

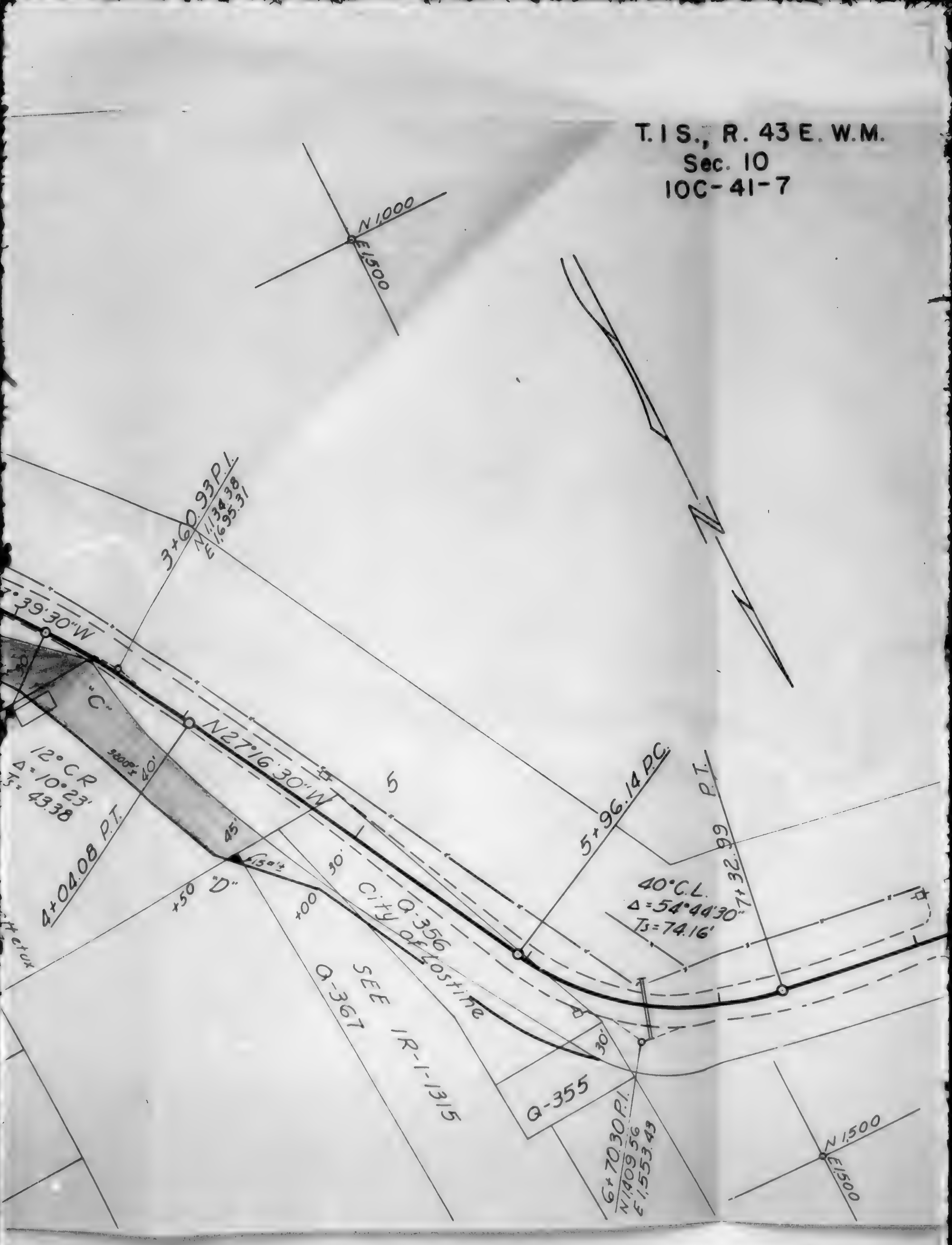
Mar., 1962

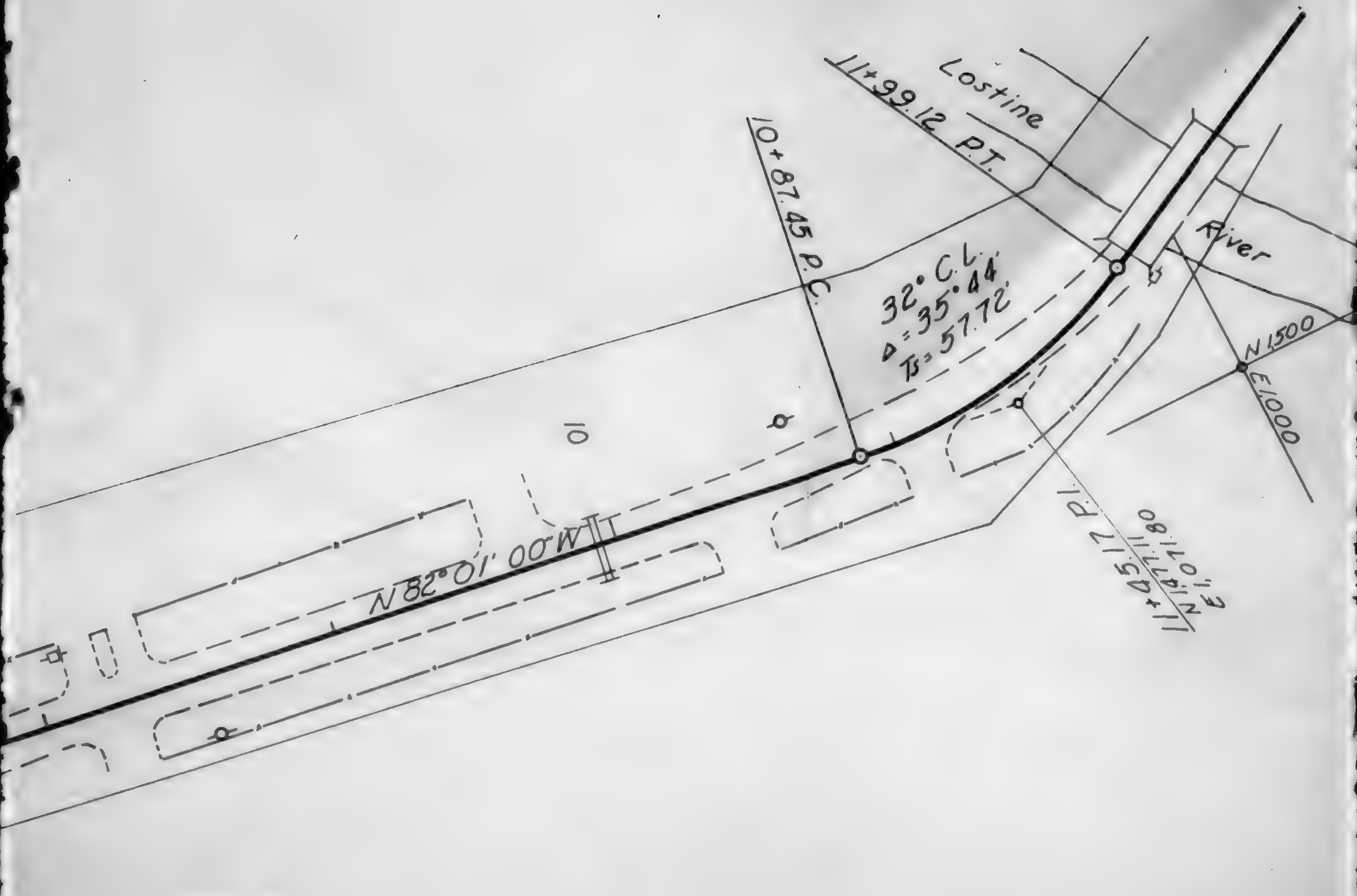
41-7

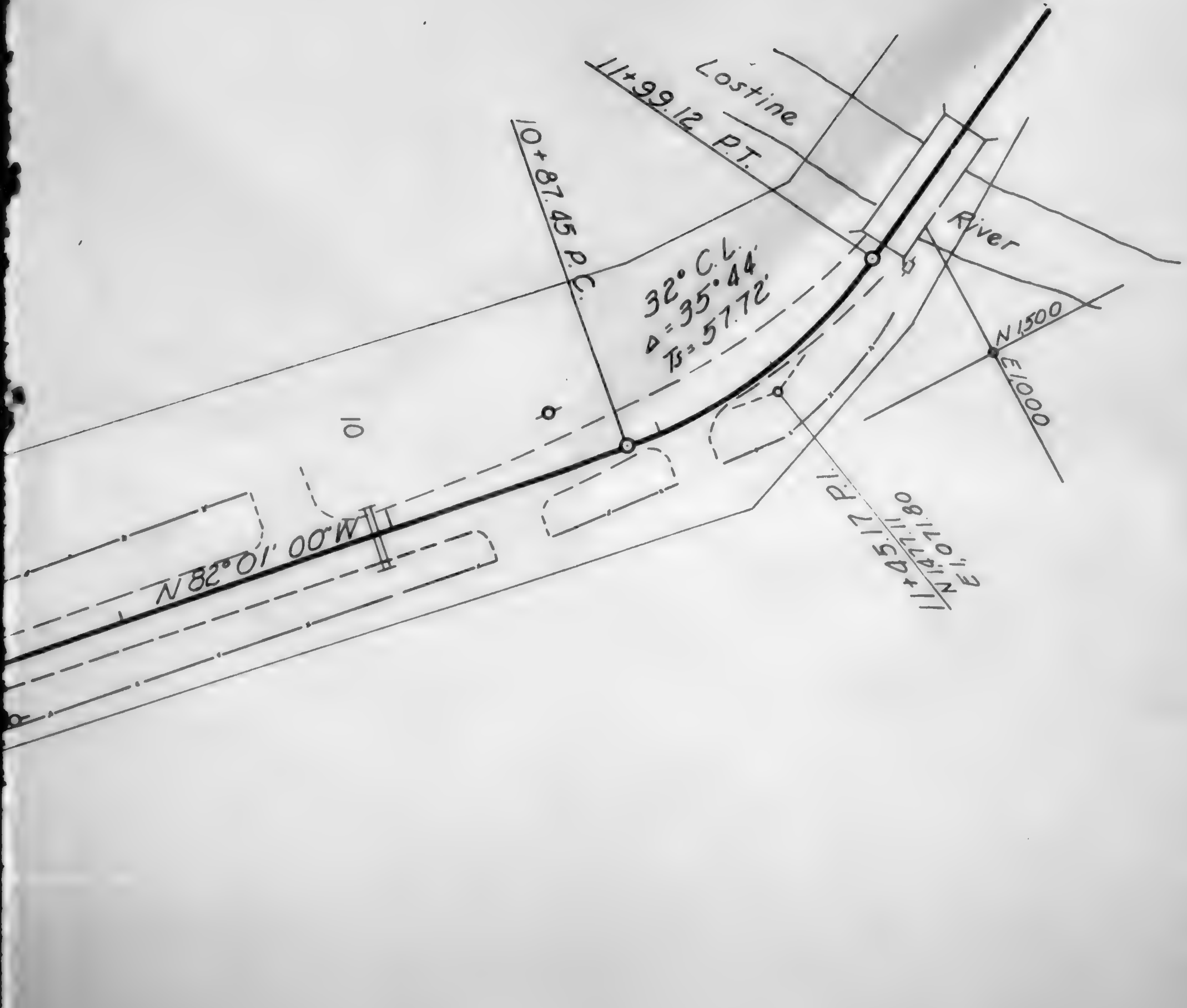
KINGS UNDER FILE 34626


1+94.00 P.I.
N 990.64
E 1,806.23
S 2°30' E
S 87°14' W
N 37°39'30
35'
250.0' ±
"A"
"B"
P.M. Poulson
35-99
35'
30
22.50' ±
32° C.R
Δ = 55°06'30"
Ts = 93.42'
1+00.58 P.C.
2+72.79 P.T.
3+17.55 P.C.
12° C
Δ = 10°
Ts = 43.38
4+0
M.E. Crow
63-328
L.G. Tippett etux
65-497
1163+46.2 P.O.T. =
0+00 P.O.T.
WALLOWA LAKE HIGHWAY
BLOCK
LOSTINE
H
3
6
7
4
40'
1158+21.00 P.O.T.
NE Cor. of Block "H"
Is 40' Rt. Sta 1158+21.00 P.O.T.

T. 1 S., R. 43 E. W.M.
Sec. 10
10C-41-7




11+99.12 P.T.
Lostine
River
10+87.45 P.C.
32° C.L.
Δ=35°44'
Ts=57.72'
N 1,500
E 1,000
10
N 82°01'00" W
11+45.17 P.I.
N 1,411.11
E 1,071.80


11+99.12 P.T.
Lostine
River
10+87.45 P.C.
32° C.L.
Δ = 35°44'
Ts = 57.72'
N 1500
E 1000
10
N 82°01'00" W
11+45.17 P.I.
N 1,471.11
E 1,071.80

RECEIVED
1961
FOR FILING

322-17[illegible]
6
6163

12-4-61

LOCATION PROSPECTUS
WALLOWA STREET SECTION
CITY OF LOSTINE
WALLOWA COUNTY

The following prospectus is submitted concerning the above-mentioned section of Wallowa Street in the city of Lostine. The project will begin at Water Street and run northerly and easterly on Wallowa Street to the Lostine River Bridge. The overall length of the project is 0.21 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on existing alignment. The City of Lostine will not help in the construction.

The typical section will consist of two 11-foot travel lanes with minimum 4-foot shoulders. The tentative base design for construction is:

Paving	1¼" 0-11
Top Course, Base	2 " Level
Bottom Course, Base	8 " Crushed Base
Total Depth	11 ¼"

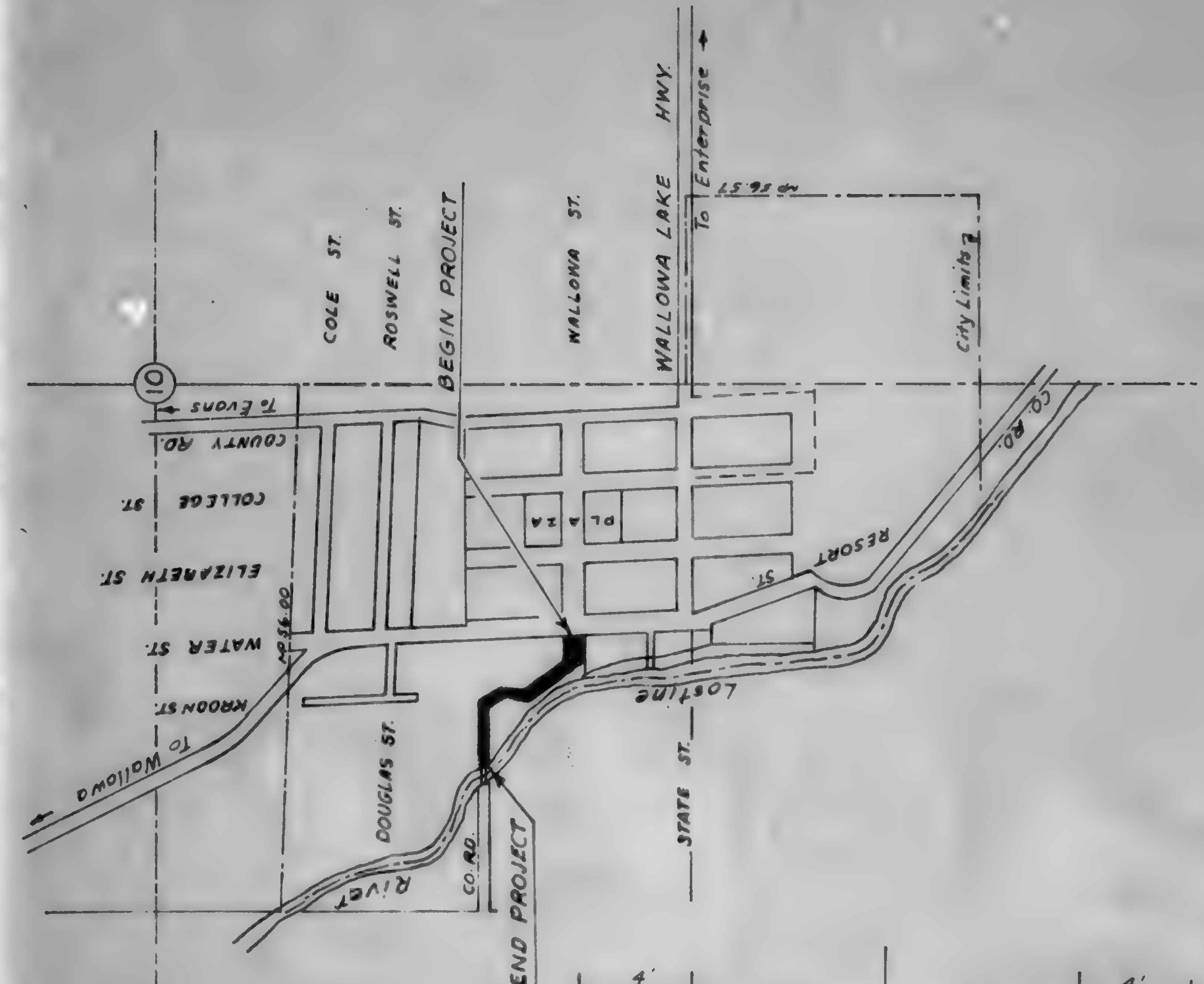
Final agrements with the City of Lostine will be required.

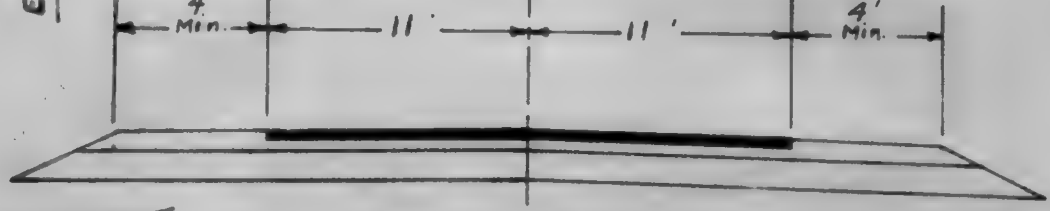
December 4, 1961

Attach.

cc Forrest Cooper ✓
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young

RECEIVED
1961
STATE HIGHWAY ENGINEER





TYPICAL SECTION

PROSPECTUS MAP

WALLOWA STREET
LOSTINE

WALLOWA COUNTY

Scale 1" = 800'
NOV., 1961

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

PROPOSED PROPOSED

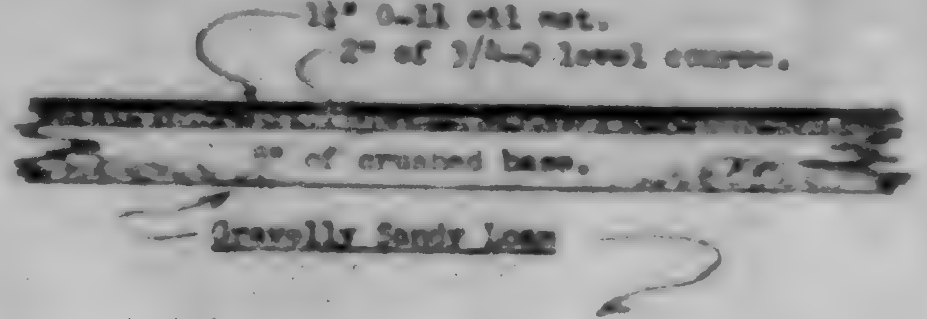
Section [illegible] Street Highway City of Lostine County Wallowa Profile
[illegible]
Res. Engr. Length of Project 0.[illegible] Miles. Beg. From Lostine River Br. End Sta. Water Street Date [illegible]

*Reported Frost Penetration - [illegible] TYPICAL SECTIONS Traffic Classif. - "[illegible]" (Logging) Info from County-City

1)
Typical Soil
[illegible] LL
[illegible] PI
[illegible] % P200
[illegible] % Gravel
[illegible] % Sand
[illegible] % Silt
[illegible] % Clay
[illegible] "R" Value

1-27-6

AASHO Classif. - A-1-a (0)



*The above surfacing thickness is considered ample because of the excellent gravel subgrade.

Required		Designed		
Base & Surf.		Base	Surf.	
Crushed	Not Crushed	Except. Surf. Allow.	New Work	
			1½	Oil
			2	Level
			9	Cr Base
11			12½	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer											
Paving Type: Municipal preference.											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Assistant Engineer
Office Engineer
Design Engineer
[illegible]

Submitted by [illegible]
Soils Engineer

Recommended by [illegible]
Construction Engineer

Recommended by

Approved by [illegible]
Engineer of Materials

11-17-61

PRELIMINARY ESTIMATE - 1962 $250,000 Fund Project

CITY OF LOSTINE

Wallowa Street from Water Street northerly and westerly to the Lostine River Bridge, a distance of approximately 0.21 mile.

Grade; place base rock, leveling course, and 0-11 20' in width. Variable shoulders.

Item	Quantity		@	Total
Embankment material	600	c.y.	$ 2.25	$ 1,350.00
Quarry rock in base	1100	c.y.	2.50	2,750.00
3/4"-0" in base and shoulders	460	c.y.	4.00	1,840.00
Sprinkling	40	M/gal.	4.00	160.00
Furnish & place aggregate	250	c.y.	5.50	1,375.00
" " " asphalt	24	tons	65.00	1,560.00
Preparation of grade	0.18	mile	1000.00	180.00

	$ 9,215.00
12-1/2% engineering & contingencies	1,151.88
Survey	500.00
TOTAL ESTIMATE	$10,866.88

HCA:mm
11/17/61

Division No. V

City: Lostine
County: Wallowa
Population: 1950 178
1960 240

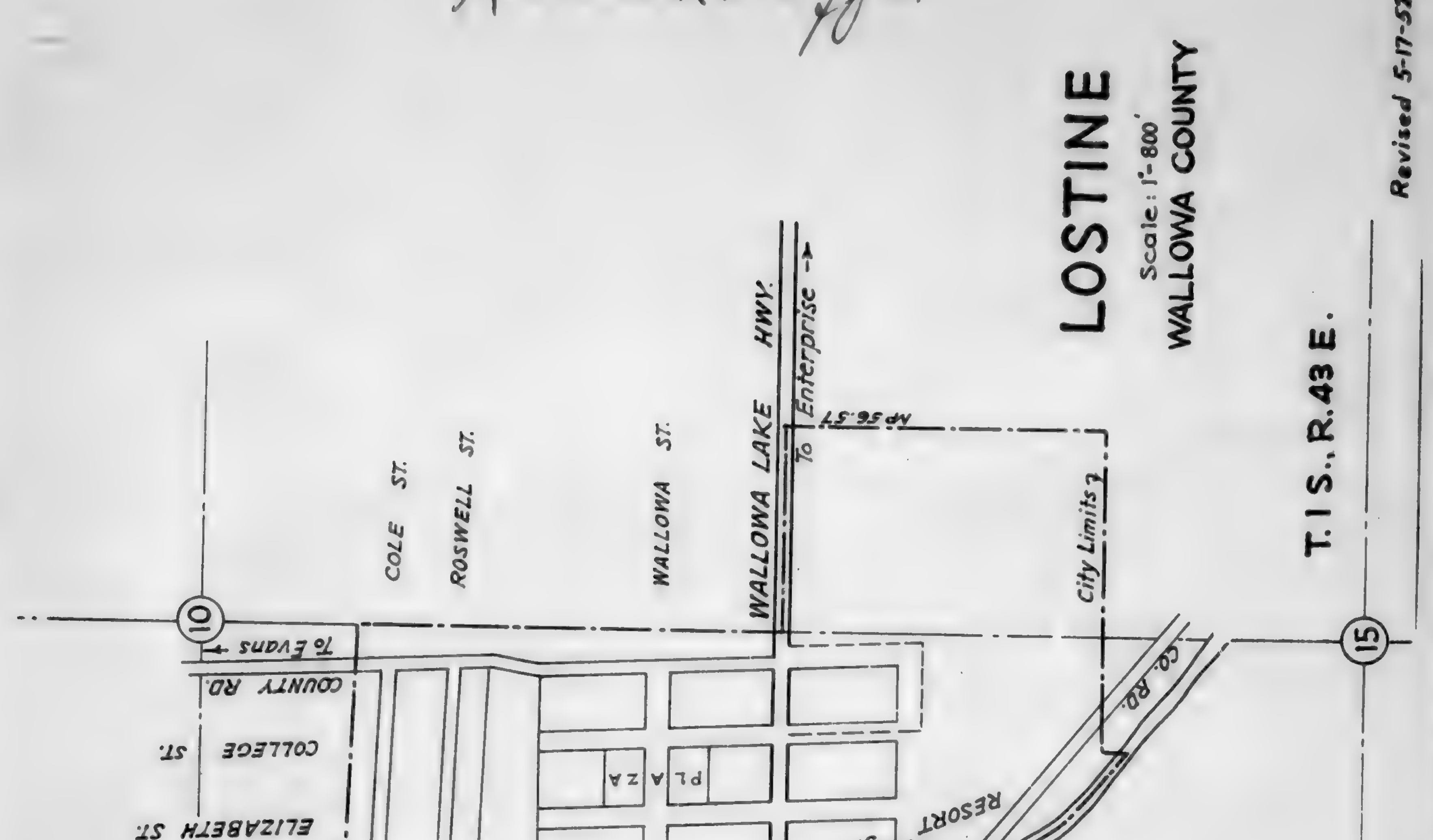
Proposed Project - 1962: Wallowa Street from Water Street northerly and westerly to the Lostine River Bridge, a distance of approximately 0.21 mile. Grade, widen where required, and place 8" base course, 2" leveling course, and 20' wide 0-11 oil mat wearing surface with variable shoulder widths.

	State	City	Total
Estimated Cost:	$ 11,000	$ --	$ 11,000

Remarks: This street is in poor condition and is receiving excessive wear due to heavy and unusual traffic, heavy logging.

Recommendation: Approval recommended.

Kenneth Moffit



0.20 Gravel
18'- 26'
0.02 Oiled

COUNTY OF WALLOWA
STATE OF OREGON
ENTERPRISE

[illegible]
COUNTY JUDGE

February 6, 1961.

250,000

Forms were sent to Lostine Dec. 9 — not returned yet

Mr. H. S. Cox,
Assistant County-City Relations Engineer,
State Highway Department,
Salem, Oregon.

Dear ~~Mr.~~ Cox:

A grpup of responsible citizens from the city of Lostine appeared before the County Court at our regular meeting February 1st with a request that we express to the State Highway Department our support for their requested improvement of Wallowa Street in the city of Lostine from Water Street westward to the Lostine river as a street carrying an extremely heavy traffic load.

We feel this a project that deserves your careful consideration for street improvement, this roadway serve a considerable area and the Wallowa County engineer has plans for rebuilding this road from the Lostine river, at the west end of this proposed improvement, on westward into this producing area.

Should funds be available for such work within the city limits of Lostine we would recommend this project.

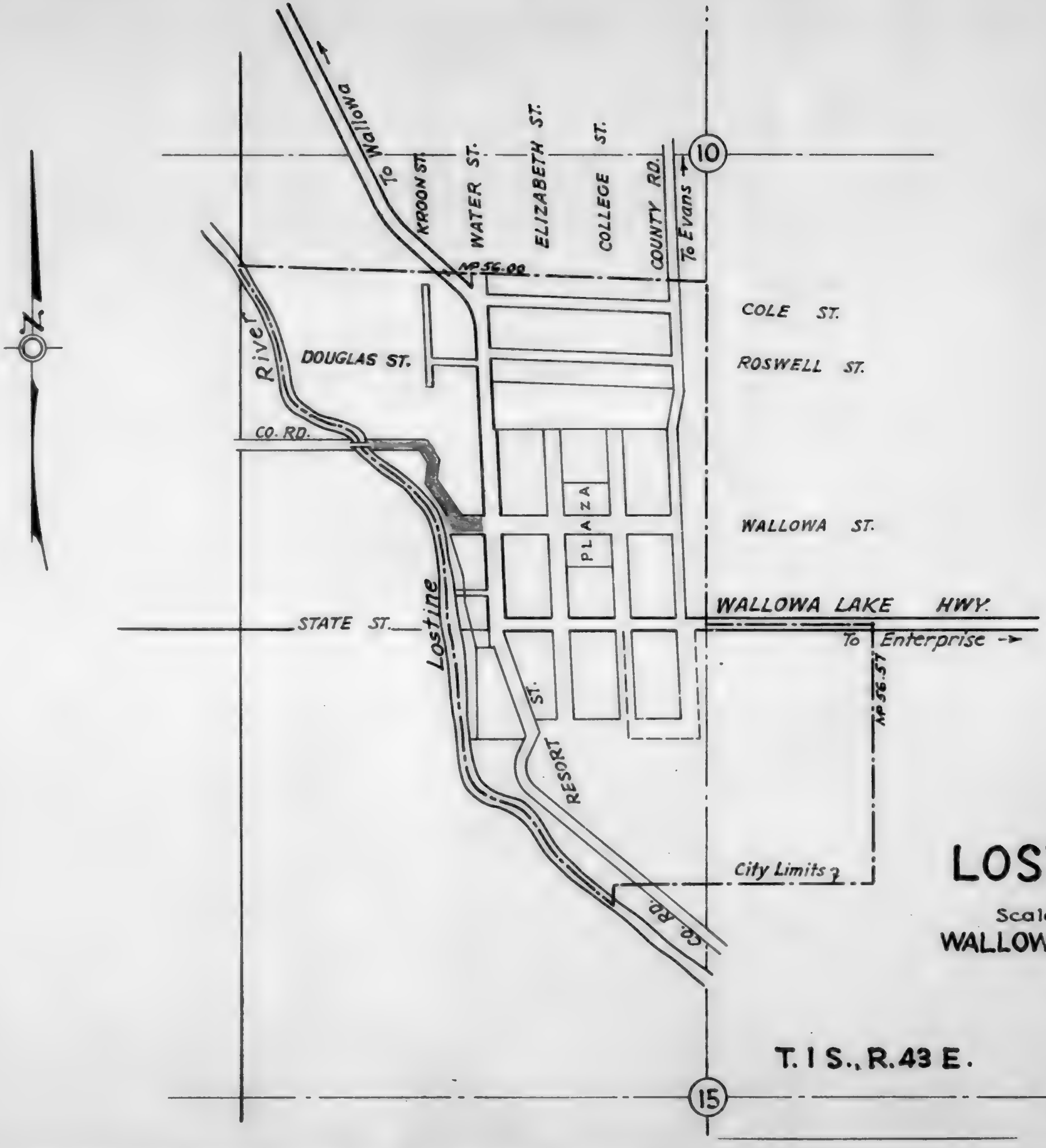
Yours very truly,

Wallowa County Court.

By Fred E. [illegible] Judge.

RECEIVED
FEB 7 1961
ENGINEER
COUNTY & CITY RELATIONS

Rep'd 2-8-61



LOSTINE

Scale: 1"=800'

WALLOWA COUNTY

Revised 5-17-52

RESOLUTION

1 10-61

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of **LOSTINE** is an incorporated city of the State of Oregon and has a population of **240** as given by the latest official census; and

WHEREAS, the following streets of said city, **That portion of Wallowa Street lying west of Water Street and East of the Lostine River. Due to extra heavy farm travel and varied logging operation over street, thus damaging the road, causing much labor and expense. Two years ago the City of Lostine had an oil top put on this section of road, which is completely gone now.**

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of **LOSTINE** does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate **Mr. Kenneth Moffit** as the official representative of the city in all negotiations resulting from this request.

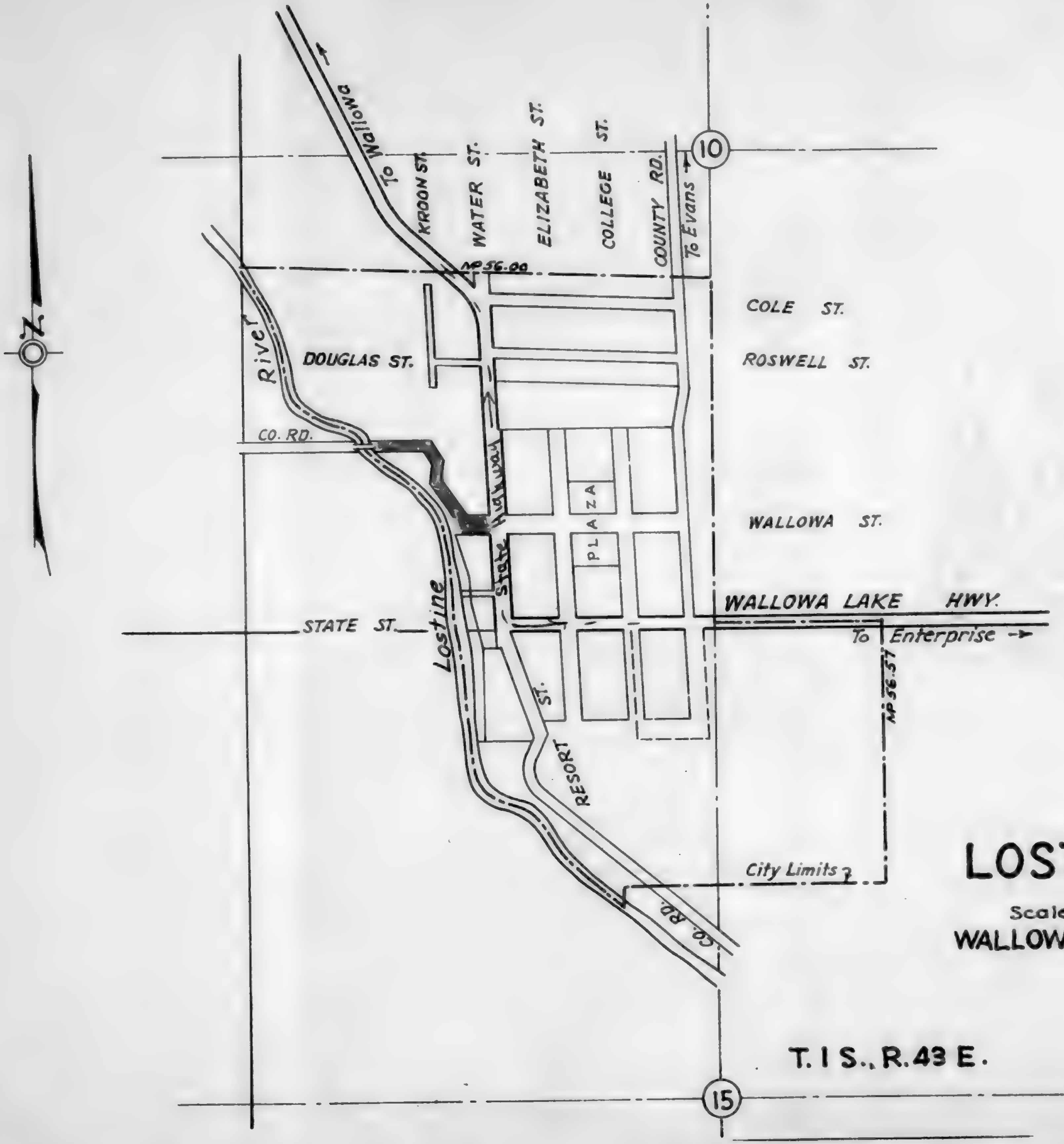
Passed and approved this **10th** day of **January**, 19**61**.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of **LOSTINE** at a regular or special meeting of said Council, held on the **10th.** day of **January**, 19**61**, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this **27th** day of **January**, 19**61**.

Geneva McArtor
City Recorder



LOSTINE

Scale: 1"-800'

WALLOWA COUNTY

T. 1 S., R. 43 E.

Revised 5-17-52

City of Lostine
LOSTINE, OREGON

NOTED
H. S. COX

NOTED
C. G. SWENSON

NOTED
[illegible] C. Ayers

December 8, /60

Mr. C. G. Swenson, Engineer
County and City Relations Division
Oregon State Highway Department
Salem, Oregon

Dear Mr. Swenson:

The City of Lostine desire an application for allocation of State Highway funds to be appropriated for streets not a part of the State Highway system.

We have several streets which have excessive wear and are in dire need of repairs.

Sincerely,

Geneva McArtor
Geneva McArtor
City Recorder

Forms Sent
12-9-60

NOTED
JOHN D. GRAHAM

RECEIVED
DEC 9 1960
ENGINEER
COUNTY & CITY RELATIONS

33-3413 Office & Maintenance Bldgs., 1962
Columbia River Hwy., E. of
#6104 The Dalles

CoA 2557

10-1-6

RECEIVED
SEP 27 1963
FOR FILING

September 26, 1963

Travelers Indemnity Co.
700 Main Street
Hartford 15, Connecticut

Gentlemen:

Attached is a copy of a claim in the amount of $791.58, which has been filed with the Secretary of State by The Trane Company, for materials furnished to R. A. Twiss, subcontractor in The Dalles, Oregon.

This appears to be in connection with State Highway Contract No. 6104 with Cherf & Associates, Inc., for office and maintenance buildings in The Dalles, Wasco County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Phil Grossmayer Co.
P. O. Box 1191
Portland 7, Oregon

NOTED ON CARD
dc

~~OFFICE COPY~~

Cherf & Associates, Inc.
P.O. Box 215
Ephrata, Wn.

The Trane Company
LaCrosse
Wisconsin

Commissioners

CWH:fp

MANUFACTURING ENGINEERS OF AIR CONDITIONING • HEATING • VENTILATING AND HEAT TRANSFER EQUIPMENT

THE TRANE COMPANY

GENERAL OFFICES AND FACTORY, LA CROSSE, WISCONSIN, U. S. A

September 20, 1963

The Secretary of State
The State of Oregon
Salem, Oregon

Gentlemen:

Please take notice:

1. That The Trane Company of La Crosse Wisconsin, has furnished to R. A. Twiss Mechanical Contractor of 207 Federal Street, The Dalles, Oregon, material for installation in the State Highway Office Buildings, The Dalles, Oregon, State Contract #6104;

2. That there is due and owing to The Trane Company from said R. A. Twiss Mechanical Contractor the sum of $791.58 in payment for said materials furnished on said job;

3. That the said materials were furnished beginning on August 10, 1962 and that the last date of furnishing said material was September 6, 1962.

We herewith request our claim be filed for monies due as stated above.

File #4028

FILED
SEP 23 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

Yours very truly,

THE TRANE COMPANY

Credit Department

R. O. Frick/sb
Air Mail - REGISTERED MAIL
cc: R. A. Twiss
cc: Oregon State Highway Commission
Floyd Query, Secretary
cc: Cherf & Associates, Attn: D. Wisching
112 5th Ave. S.E., Ephrata, Wash.
cc: Travelers Indemnity Co., c/o Phil Grossmayer Co.
P. O. Box 1191, Portland 7, Oregon

RECEIVED
[illegible]
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 25 1963
OREGON
STATE HIGHWAY COMMISSION

R. L. Porter

RECEIVED
SEP 2 8 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

NOTED
R. L. PORTER

6114 —

September 25, 1963

Mr. Vern Utz, President
Interior Builders Association
412 West Second Place
The Dalles, Oregon

Dear Sir:

Your letter of September 5, 1963, has been referred to me for investigation and answer. I have subsequently contacted Mr. Carl Williams to whom you addressed your initial letter and find that Mr. Williams interpreted your letter as one of constructive criticism and felt that no answer was necessary. The Department policy is to answer all correspondence and had we known of your letter, you would have received an immediate reply.

Item No. 1 in your July 9 letter indicates that in your opinion minor work in the nature of concrete curb construction should not be performed by our Maintenance personnel. Ordinarily, if a sufficient quantity of concrete is involved, such work would be contracted; however, in the case of The Dalles Maintenance site, only a small amount of curb was needed and, in addition, the local Bridge Maintenance Crew was in between normal maintenance work and available at the time. Mr. Williams, in an attempt to save the Department money, therefore used the Bridge Crew to construct the needed curb around the building area.

Your criticism under Item No. 2 is well taken by the Department and we wish to advise you that the work performed whether it be concrete work, roadway oiling, lawn mowing, or whatever, is by Department policy to be done at the same standards and specifications required of private contractors under contract specifications. Sampling and testing procedures are used to this end; however, the requirements as to frequency of testing for job control are not as rigid as those for contract work.

I hope I have adequately pointed out the Department's policy for your Committee, and sincerely hope you will accept my apology for the delay in answering your initial letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
ORIGINAL SIGNED BY E. S. HUNTER

E. S. Hunter
Field Maintenance Engineer

ESH:ib

cc: R. L. Porter ✓
Lloyd P. Shaw
Carl Williams

RECEIVED
SEP 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

412 West Second Place
The Dalles, Oregon
July 9, 1963

Mr. Carl M. Williams
District Superintendent
Maintenance Division
Oregon State Highway Department
Seufert Park Road
The Dalles, Oregon

Dear Mr. Williams:

The curb that has been constructed by Highway Department personnel at the new Oregon State Highway Department Maintenance building East of Dalles City has been called to the attention of the Interior Builders Association of The Dalles. Subsequently, a committee of the Association members made an on site inspection of the work. As a result of this inspection this Association wishes to go on record as follows:

1. We do not believe that the Oregon State Highway Department should perform this construction work by its own maintenance personnel; and

2. If the work is performed by said Highway Department personnel, the work should conform to the same high standards and specifications that is required of private contractors when they perform similar work.

The membership of the Interior Builders Association of The Dalles is comprised of general contractors, subcontractors and suppliers in the Mid-Columbia area who are interested in maintaining high standards of workmanship and ethics in the profession. We make known our feelings in the interest of constructive criticism and hope that your department will take recognition of this vital link in our free enterprise system.

Your comments would be appreciated.

Very truly yours,
INTERIOR BUILDERS ASSOCIATION

Vern Ute,
President

RECEIVED
MAY 15 1963
FOR FILING

[illegible]

6104

D Cook
to note on card

May 13, 1963

Travelers Indemnity Co.
700 Main Street
Hartford 15, Connecticut

Gentlemen:

We have received a letter, dated May 10, from McDermott-Trane Service Agency, Portland, advising us that Mr. R. A. Twiss has cleared his account on Contract No. 6104.

Our records show this is in reference to the Cherf & Associates, Inc. Contract No. 6104, office and maintenance buildings at The Dalles, Wasco County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Travelers Indemnity Co.
Phil Grossmayer Co., Agent
P. O. Box 1191
Portland 7, Oregon

Cherf & Associates, Inc.
P. O. Box 215
Ephrata, Washington

NOTED ON CARD
lc

Factory Authorized Service for Trane Air Conditioning Equipment

McDERMOTT-TRANE SERVICE AGENCY
1200 S. E. 7TH AVENUE
PORTLAND 14, OREGON

May 10, 1963.

Oregon State Highway Commission
Attention: Mr. C. W. Head, Asst. Secretary
Salem, Oregon

Subject: Contract #6104 - State Highway Bldg., The Dalles, Ore.
Bond #161-FS-326
Your Letter April 19, 1963.

Gentlemen:

This is to advise you that Mr. R. A. Twiss has cleared his account with us on this project.

Thank you for your cooperation on this matter.

Very truly yours,

McDERMOTT--TRANE SERVICE AGENCY

Bruce Adams

Bruce Adams

BA/fm

CC - Travelers Indemnity Co., Attn: Mr. Jordan
Logan Building, Seattle, Washington

" Cherf & Associates, Inc., Attn: Mr. Jim Fernwald
Ephrata, Washington.

RECEIVED
MAY 13 1963
OREGON
STATE HIGHWAY COMMISSION

412 West Second Place
The Dalles, Oregon
July 9, 1963

Mr. Carl M. Williams
District Superintendent
Maintenance Division
Oregon State Highway Department
Seufert Park Road
The Dalles, Oregon

Dear Mr. Williams:

The curb that has been constructed by Highway Department personnel at the new Oregon State Highway Department Maintenance building East of Dalles City has been called to the attention of the Interior Builders Association of The Dalles. Subsequently, a committee of the Association members made an on site inspection of the work. As a result of this inspection this Association wishes to go on record as follows:

1. We do not believe that the Oregon State Highway Department should perform this construction work by its own maintenance personnel; and

2. If the work is performed by said Highway Department personnel, the work should conform to the same high standards and specifications that is required of private contractors when they perform similar work.

The membership of the Interior Builders Association of The Dalles is comprised of general contractors, subcontractors and suppliers in the Mid-Columbia area who are interested in maintaining high standards of workmanship and ethics in the profession. We make known our feelings in the interest of constructive criticism and hope that your department will take recognition of this vital link in our free enterprise system.

Your comments would be appreciated.

Very truly yours,
INTERIOR BUILDERS ASSOCIATION

Vern Ute,
President

[illegible] Hunter [illegible]

[illegible]

[illegible]

[illegible] Interior Builder [illegible]

[illegible]

RECEIVED
APR 26 1963
FOR FILING

Files

PLUMBING
HEATING
AIR CONDITIONING

R. A. Twiss

MECHANICAL CONTRACTOR

SHEET METAL
VENTILATION
REPAIR SERVICE

TELEPHONE CY 6-2720

P. O. BOX 518
THE DALLES, OREGON

207 FEDERAL STREET

5/1/63

6104

April 25,1963

Contract #6104

Trane Co.
La Crosse Wisconsin;

Gentlemen;

I am enclosing a copy of a letter addressed to the Oregon State Highway Dept.at Salem Oregon and signed by Bruce Adams of your Portland Office.

I have paid you all the invoices which you have submitted on the above job.In addition I have paid the McDermott Co.$1,150.00 which was the agreed price for the tubing and starting of the job after we had set the equipment.

I have been in business for over fifty years and my credit rating with Dunn & Bradstreet does not justify a letter to a costumer in an effort to collect a disputed bill.

I am writing this letter to you,that you may know how I feel for such an unwarrented attack by.Mr.Bruce Adams.

Very Truly Yours,

R A Twiss

cc-Oregon State Highway Dept.
cc-Cherf & Associates
cc-[illegible].Co.

RECEIVED
APR 2[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
APR 22 1963
FOR FILING

9

April 19, 1963

McDermott-Trane Service Agency
1200 S. E. 7th Avenue
Portland 14, Oregon

Attention: Mr. Bruce Adams

Gentlemen:

This will acknowledge receipt of your claim letter of April 16 informing us that R. A. Twiss owes you $791.58 for labor and parts furnished at The Dalles Highway Office Building. This appears to be in connection with State Highway Contract No. 6104 with Cherf & Associates, Inc., for construction of Office and Maintenance Buildings at The Dalles, Wasco County.

The Travelers Indemnity Co., through Phil Grossmayer Co., P. O. Box 1191, Portland 7, furnished the performance bond on this contract, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

This contract was completed December 20, 1962, and was accepted by the Highway Commission on April 2, 1963.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. This action will protect your claim under the bond as it will be filed in the Secretary of State's office within six months after the contract has been accepted by the Highway Commission. In the meantime, this information will be noted in our records and we will advise the surety and the contractor of your filing.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head, Asst. Secretary

NOTED ON CARD
fp

CC:
Mr. Glenn L. Jackson
Mr. David B. Simpson
CWH:fp

Factory Authorized Service for Trane Air Conditioning Equipment

McDERMOTT-TRANE SERVICE AGENCY
1200 S. E. 7TH AVENUE
PORTLAND 14, OREGON

April 16, 1963.

State of Oregon
State Highway Department
Attention: Mr. Floyd Query
Salem, Oregon

Subject: The Dalles Highway Office Building

#5104

Gentlemen:

This is to inform you that on the Air Conditioning System, R. A. Twiss the mechanical contractor, owes us $791.58 as of this date, for labor and parts.

Very truly yours,

McDERMOTT--TRANE SERVICE AGENCY

Bruce Adams

BA/fm

RECEIVED
APR 1 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 4 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

[illegible]

6104

April 19, 1963

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter dated April 16, received from McDermott-Trane Service Agency, Portland, advising that R. A. Twiss owes them $791.58 for labor and parts. This appears to be in connection with State Highway Contract No. 6104 with Cherf & Associates, Inc., for construction of Highway Office and Maintenance Buildings at The Dalles, Wasco County.

Travelers Indemnity Co., through Phil Grossmeyer Co., P. O. Box 1191, Portland 7, furnished the performance bond on this contract.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head, Asst. Secretary

Enc.

NOTED ON CARD

RECEIVED
APR 2 3 1963
OREGON
STATE HIGHWAY COMMISSION

File #4007

FILED
APR 2 2 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
C. W. HEAD

RECEIVED
APR 2 2 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 4 - 1963

FOR FILING

[illegible]

6104

April 3, 1963

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

Contract #6104 awarded to Cherf & Associates, Inc., for construction of office and maintenance buildings in The Dalles, Wasco County, was completed on December 20, 1962, and accepted by the Highway Commission on April 2, 1963.

Final payment, in the amount of $12,638.37 will be released to the contractor, assigned to the Peoples National Bank of Washington, Grant County Branch, after April 10, 1963. The total contract amount is $149,254.62, and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Travelers Indemnity Co.,
Phil Grossmayer Co.,
P. O. Box 1191
Portland 7, Oregon

cc: Cherf & Associates, Inc.,
P. O. Box 215
Ephrata, Washington

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
APR 3 - 1963

FOR FILING

[illegible]

6104

April 2, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed December 20, 1962, on Contract 6104. The contract was with Cherf & Associates, Inc., and was for work on The Dalles Office and Maintenance Building at The Dalles in Wasco County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 2, 1963, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
JAN 24 1963
FOR FILING

9

January 23, 1963

COPY

Oregon State Highway Commission
Highways Building
Salem, Oregon

Attention: Mr. Carl Smith - Accounting Distribution Officer

Subject: Contract 6104 - The Dalles Office & Maintenance Buildings

Gentlemen,

Attached hereto please find a complete itemized statement, showing a final balance due us on above subject contract amounting to $12,881.50.

We have attached copies of invoices covering all authorized extra work and credits for deleted items.

It is our understanding from the field engineers that this project was accepted by Oregon State Highway officials on November 27, 1962.

We engaged several Oregon sub-contractors on this project, who now are entitled to their retention balances pertaining to their work performed on the job.

It will be greatly appreciated if you will make the necessary efforts to forward the above mentioned balance due us as soon as possible in order that we may pay the sub-contractors, and avoid the necessity of our drawing on working capital.

Very truly yours,

CHERF & ASSOCIATES, INC.

By: David B. Wirsching
Secy. Treas.

NOTED
FLOYD QUERY

DBW/w
encl.

cc Floyd Query, Secy.
Oregon Highway Dept. ✓

RECEIVED
JAN 24 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

61-7

October 12, 1962

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Attention Mr. Charles J. Mathias
Appraiser

Oregon Project I-80N-3(21)81
File No. 32762
The Dalles Maintenance Site
Columbia River Highway
Wasco County

Dear Sir:

By a memorandum dated June 6, 1962, Mr. C. G. Polk outlined the method of participation in the acquisition of our maintenance site at The Dalles. The measure of Bureau participation in the land was to be on the basis of the new site.

We were able to lease from the Federal Government a site for 50 years for $500 per year. I realize that the Bureau will not want to participate yearly in this cost, but rather would undoubtedly prefer a lump sum settlement.

We have been attempting to get from the Corps of Engineers their appraisal of the market value of the site, as the lease figure was based upon a capitalization of the market value. I am attaching a copy of a letter received from Mr. Ashworth of the Corps of Engineers, wherein he states that a copy of the appraisal would be furnished to the Bureau of Public Roads upon receipt of a request by that agency.

Would you please request a copy of this appraisal, so that the proper documentation will be available upon which to base our voucher for participation.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

DHM:jjm
Attachment

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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CT 16 1962
FOR FILING

[illegible]

6104

MISC. CONTRACTS and
AGREEMENTS No.________

October 12, 1962

U.S. Army Corps of Engineers
628 Pittock Block
Portland 5, Oregon

Attention: Mr. Merle E. Lietzke
Real Estate Division

Dear Mr. Lietzke:

Attached for your records and files is an executed copy of the "Initial Joint Survey and Inspection of Condition of Government Leased Property" report covering The Dalles Maintenance Site on the Columbia River Highway in Wasco County.

This joint inspection was covered in our lease agreement with the Corps of Engineers, dated October 20, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

jmc

Encl.

cc: E. F. Chidsey
D. H. Moehring

FORM E 30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
October 12, 1962

SUBJECT: File No. 32762
The Dalles Maintenance Site
Columbia River Highway
Wasco County

To: Mr. Floyd Query
Secretary

Office

Attached is a copy of a letter received from Mr. E. F. Chidsey, together with two copies of a Joint Survey and Inspection of Condition of Government Leased Property report, and a set of construction plans of the office and maintenance building at The Dalles.

Under the terms of the Lease Agreement signed by the Highway Commission on October 20, 1961 ~~1962~~, under Condition No. 3, we were required to make a joint inspection of the premises with representatives of the Corps of Engineers. The attached report is a result of such an inspection.

Would you please sign this instrument and forward one copy to Mr. Lietzke of the Army Engineers office in Portland.

L. I. LINDAS
Chief Counsel

By D H Moehring
D. H. Moehring
Assistant Right of Way Engineer

DHM:jjm

Attachment

cc Mr. L. I. Lindas

Mr. Porter

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 19, 1962

U. S. Army Engineer District, Portland
Corps of Engineers
628 Pittock Block
Portland 5, Oregon

Attention Mr. Merle E. Lietzke
Chief, Real Estate Division

File No. 32762
The Dalles Maintenance Site
Columbia River Highway
Wasco County

Dear Sir:

This will acknowledge receipt of your letter to Mr. Cooper dated September 13, 1962.

Attached is a set of our construction plans for the office and maintenance buildings at The Dalles maintenance site. Transmittal of these plans is in accordance with Condition No. 13 of our lease with the Corps of Engineers (Army Lease No. DA-35-026-CIVENG-62-13).

Condition No. 3 of this lease requires that joint inspection of the property be made, so that an inventory and condition report might be completed. By a copy of this letter, I will ask our Maintenance Engineer to contact you to arrange a time for this meeting.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

[illegible] 1962
[illegible] HIGHWAY ENGINEER

cc Mr. R. L. Porter
Mr. I. A. DeFrance
Mr. L. I. Lindas

RECEIVED
1962

FOR FILING
33 3413

6104 NPPRM

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 8, OREGON

13 September 1962

State of Oregon
State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. Forrest Cooper
State Highway Engineer

Gentlemen:

Reference is made to Department of the Army Lease No. DA-35-026-CIVENG-62-13 granting State of Oregon use of 2 parcels of land containing 15.39 acres for State Highway Department Maintenance Headquarters Site and related purposes at The Dalles Dam Project.

Receipt is acknowledged of State of Oregon sketch plan of proposed landscape development at the site. However, in accordance with Condition No. 13 of the above referenced lease, it is requested that construction plans of the structures, as proposed, be forwarded to this office for review.

Your attention is also invited to Condition No. 3 of the lease, pertaining to a required Inventory and Condition Report. In this regard, inclosed for your use are three copies of Form ENG 3143 prepared for joint inspection of the property with the Project Engineer, The Dalles Dam Project. It is requested that joint inspection of the property with the Project Engineer be arranged at your earliest convenience, and that the condition of the premises at the time of entry by the State of Oregon be indicated on the forms. The forms should

RECEIVED
SEP 17 1962
OREGON
STATE HIGHWAY COMMISSION

original To Wright
9-18-62

be executed as indicated and the original of the completed form returned to this office. One copy may be retained for attachment to your copy of the lease, and the remaining copy is for the records of the Project Engineer.

Your early attention to these matters will be appreciated.

Very truly yours,

MERLE E. LIETZKE
Chief, Real Estate Division

1 Incl (trip)
ENG 3143

INITIAL JOINT SURVEY AND IN ECTION OF CONDITION OF GOVERNME LEASED PROPERTY

INSTRUCTIONS

1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.

2. Additional sheets may be attached for physical characteristics of land and buildings; exterior and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.

ADDED INSTRUCTIONS *(Overprint, if desired)*

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY	LEASE NO. DA-35-026-CIVENG-62-13	LEASE COMMENCEMENT DATE 3 November 1961	DATE POSSESSION TAKEN
ACTIVITY The Dalles Dam Project		TOTAL LEASED BUILDING AREA *(Square feet)*	

DESCRIPTION AND LOCATION OF PROPERTY

2 parcels of land containing a total of 15.39 acres of Government-owned land lying in the NE$\frac{1}{4}$ of Section 1, Township 1 North, Range 13 East, Willamette Meridian; and in the SE$\frac{1}{4}$ of Section 36, Township 2 North, Range 13 East, Willamette Meridian, Wasco County, Oregon, as shown on photographs attached hereto.

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.	NO. OF ATTACHMENTS
NAME AND SIGNATURE OF ☐ OWNER ☒ XXXXX/LESSEE ☐ AGENT State of Oregon, St. Hwy. Commission	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE
ADDRESS Salem, Oregon	ORGANIZATION

ENG FORM 3143 (EM 405-1-660)
1 JUN 60

The Dalles Dam Project
Wasco County, Oregon

Oregon State Highway Dept.
50 year lease

View to the northeast of appraised property with frontage road in foreground taken from Freeway enbankment.

Northerly view of subject site taken from vicinity of southwest corner. Portion of old fence adjacent to west boundary line visible on left side of photograph.

Photograph taken from east line of subject property looking in a westerly direction across northerly portion of the premises.

Photographs taken on 31 March 1961.

RECEIVED
SEP 6 1962
FOR FILING

6104

September 6, 1962

Peoples National Bank of Washington
Grant County Branch
Ephrata, Wn.

Attention: Mr. R. P. Diddams
Manager

Gentlemen:

As requested in your letter of September 4, and as approved by Cherf & Associates, Inc., in their Assignment of Claim, we will be pleased to forward in care of your bank the checks payable to Cherf & Associates, Inc., earned under Contract No. 6104 for construction of office and maintenance buildings at The Dalles.

I have checked with our Bridge Division concerning estimates payable and find that the July payment in the amount of $877.50 and the August estimate payment in the amount of $21,964.86 are being processed for payment. No definite date could be given but I was informed that the checks should reach you in about ten days or two weeks.

Y urs very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cherf & Associates, Inc.
P. O. Box 215
Ephrata, Wn.

NOTED ON CARD

Mr. C. H. Maison - Please forward future payments on this contract to the Peoples National Bank of Washington, Ephrata, Wn.

FQ:fp

Since 1889
PEOPLES NATIONAL BANK OF WASHINGTON
GRANT COUNTY BRANCH
EPHRATA, WASHINGTON

September 4, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon, Highway Dept.
Salem 10, Oregon

Dear Mr. Query:

In reply to your letter of July 2nd regarding Cherf & Associates, Inc. assigning funds earned under your contract #6104, I am enclosing the original and one copy of the Assignment of Claim which you requested we obtain from the contractor. I am also enclosing a copy of the Notice of Assignment and acknowledgment of receipt thereof of Travelers Indemnity Company, who furnished the performance bond for the contract. I hope that these forms will assist you in seeing that the checks are, as you mentioned, sent to us in the name of the contractor.

I am informed by the contractor that the estimate for work performed in July, and for that performed in August, have not been paid. If this assignment is holding them up, I would appreciate your releasing the funds due the contractor which are presently earned, and any discrepancy in the assignment can be straightened out at a later time. It is my understanding that the contract is now 62% completed and approximately $800.00 is all that has been received from you in payment of this work.

Thank you for your kind cooperation in assisting us in these matters.

Very truly yours,

R. P. Diddams
Manager

RPD:mp
Encs.

RECEIVED
SEP - 5 1962
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF ASSIGNMENT

Date June 27, 1962

To: Travelers Indemnity Co.
Logan Building
Seattle, Washington

Re: Contract Number 6104

Made by Oregon State Highway Commission, State Highway Dept.
(Government Agency)

With Cherf and Associates, Inc.
(Name of Contractor)

P.O. Box 215
Ephrata, Washington
(Address of Contractor)

For Construction of office and maintenance buildings, The Dalles, Wasco County, Oregon

Please take notice that moneys due or to become due under the contract described above have been assigned to the undersigned pursuant to the provisions of the Assignment of Claims Act of 1940 (Public No. 811, 76th Congress) approved October 9, 1940.

A true copy of the instrument of assignment is attached hereto.

Payments due or to become due under such contract should be made to the assignee.

Please return to the undersigned 1 of the enclosed copies of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

GRANT COUNTY BRANCH
PEOPLES NATIONAL BANK OF WASHINGTON

By:

Title ASST. MANAGER

Subject to the complete reservation of all our rights,
Receipt is hereby acknowledged of the above notice and a copy of the above-mentioned instrument of assignment. These were received at 9 A.M. ~~P.M.~~ on August 27, 1962.

Wm A. Shrake
(Signature)
Wm. A. Shrake, Attorney-in-fact
THE TRAVELERS INDEMNITY COMPANY
(Name & title of addressee of notice)

Form A-204—1M—6-60

STA OF OREGON—HIGHWAY DEPART NT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One Hundred Forty-eight Thousand Three Hundred Fifty & no/100 ($148,350.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for All money due or to be come due, including final retainage, in connection with Contract No. 6104, the State of Oregon Highway Commission for office and maintenance building Job No. 8987.

to Grant County Branch, Peoples National Bank, Ephrata, Washington, and authorize and empower said Peoples National Bank to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 7th day of August, 1962

Executed in the presence of us as witnesses:

L O B Wirsching

CHERF & ASSOCIATES, INC.

By: W M Cherf Pres

State Printing 38650

RECEIVED
JUL 26 1962

FOR FILING

6104

FORM E-30X—30M—5-62

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1962

SUBJECT: Proposed Electrical Service Installation for The Dalles Office & Maintenance Bldg. Br. No. 8987

To: Norman Krehbiel
Resident Bridge Engineer
State Highway Department
Rm. 209, Pacific Power & Light Bldg.
The Dalles, Oregon

This is in reference to the contractor's sketch for the subject electrical service installation which you submitted to this office early this month.

The intent of our plans and specifications was, and still is, to obtain a complete underground electrical service directly from the existing power line (shown on Dwg. No. 17378) to each building. Overhead services such as proposed by the contractor would be objectionable not only from an appearance standpoint but extremely dangerous over the equipment yard and parking area adjacent to the office building.

Please point out to the contractor that the plans refer only to underground electrical service conduits and conductors. Conduits shown on Dwgs. No. 17389 and 17391 are shown broken to indicate that they are intended to be continuous to the power source shown on Dwg. No. 17378. Also it should be pointed out that if an overhead service had been desired, service entrance heads would have been called for on the roof of each building rather than calling for conduit entrances 2'-0" underground. The intent of the plans and specifications is further borne out by the second paragraph of the addendum letter of May 16, 1962, wherein the sizes of service wiring allowed are of obviously adequate capacity to carry the necessary secondary power from the existing pole line.

The only overhead service which we would consider satisfactory would be from the existing pole line down the northeast R/W fence line to a point opposite the Maintenance Building and thence underground as shown in red on the enclosed sketch. All other electrical service on the job site must be underground.

Enclosed are copies of this letter and the sketch of the suggested fence line overhead service which you may submit to the contractor.

RECEIVED
JUL 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Ivan D. Merchant
Bridge Engineer

NOTED
TOM EDWARDS

DSB:dl
Encl.
cc: L. R. Allen
Tom Edwards

RECEIVED
[illegible] 1962
FORM [illegible] 11-61 [illegible]

FOR FILING
[illegible]
6104

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem 10, Oregon
July 19, 1962

To: I. D. Merchant
Bridge Engineer
BUILDING

SUBJECT: Power Connections
The Dalles Maintenance Site

It is my recommendation that the proposed power connections to our Maintenance Shed and Office Building at The Dalles be placed under-ground in conduit from the supply line located in the westerly end of the property. The plans show under-ground connections for power so I see no need to erect a pole back of either of the buildings. The meters can be placed outside the buildings if you desire, but the meter in the office building could be inside near the control box if it would be more convenient.

In all of our previous discussions with the power company and with our own personnel, it was intended that the electrical service should come in under-ground in conduit and originally it was intended that the conduit should be placed by our own forces. Due to the last minute request that the connection be made by the contractor, the specifications were changed and are not too clear on whether the supply line would be above or below ground, however I am again strongly recommending that we follow the original plans and use underground conduit.

E Chidsey

E. F. Chidsey
Assistant Maintenance Engineer

NOTED
TOM EDWARDS

EFC:wg
cc:L. R. Allen
Carl Williams
Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
JUL 3 1962
FOR FILING

6104

Dorothy –
Note on card
C.H.

July 2, 1962

Peoples National Bank of Washington
Grant County Branch
Box 98
Ephrata, Washington

Attention: Assistant Manager

Gentlemen:

This will acknowledge receipt of copies of a "Notice of Assignment" given by Cherf and Associates, Inc., assigning funds earned under our Contract No. 6104 to the Grant County Branch of Peoples National Bank of Washington.

Travelers Indemnity Company, through Hal Peterson Agency, Basin Street, Ephrata, Washington, furnished the performance bond for this contract. The bond is given to assure completion of the contract and payment of bills incurred in the contract. Before we can honor the contractor's assignment to the bank, it will be necessary that we have in our possession a written statement from the surety consenting to the assignment.

Attached are five copies of an "Assignment of Claim" form and one copy filled in as a model. Please have the contractor execute the assignment form and return the original and one copy to this office, accompanied by a statement from the surety consenting to the assignment.

If the contractor will so instruct us, we have no objection to forwarding the estimate payments on this contract to and in care of your bank. The checks, however, would be payable to the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc
Encls.

NOTED ON CARD
dc

Cec – for your info
TE

NOTED
C. W. HEAD

NOTICE OF ASSIGNMENT

Date: June 27, 1962

To: Oregon State Highway Commission
State Highway Department
Salem 10, Oregon

Re: Contract No. 6104 dated May 25, 1962, made by the State of Oregon, State Highway Department, Salem, Oregon, with CHERF AND ASSOCIATES, INC., of Ephrata, Washington, for construction of Office and Maintenance Buildings, The Dalles, Wasco County, Oregon.

Please take notice that moneys due or to become due under the contract described above have been assigned to the undersigned pursuant to the provisions of the Assignment of Claims Act of 1940, as amended.

A true copy of the instrument of assignment is attached to the original hereof.

Payments due or to become due under such contract should be made to the undersigned assignee.

Please return to the undersigned the 4 enclosed copies of this notices, with appropriate notations showing the date and hour of receipt, and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

GRANT COUNTY BRANCH
PEOPLES NATIONAL BANK OF WASHINGTON

By: ____________________

Title ASST. MANAGER
Box 98
Ephrata, Washington

Receipt is hereby acknowledged of the above notice and a copy of the above mentioned instrument of assignment. These were received at ____________ A.M.
P.M.

on __________________, 1962.

____

Title ____________________

On Behalf of:

Oregon State Highway Commission
State Highway Department
Salem, Oregon

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CHERF AND ASSOCIATES, INC., of Ephrata, Washington, for value received and pursuant to the provisions of the Assignment of Claims Act of 1940 (54 Stat. 1020) as amended, does hereby assign irrevocably unto GRANT COUNTY BRANCH, PEOPLES NATIONAL BANK OF WASHINGTON, of Ephrata, Washington, all right, title and interest in and to all moneys now due or to become due and not already paid from the State of Oregon, State Highway Department, or from any agency or department there of, under the following contract made by and between the undersigned and the STATE OF OREGON, STATE HIGHWAY DEPARTMENT, Salem 10, Oregon:

Contract No. 6104 dated May 25, 1962
for Construction of Office and Maintenance
buildings, The Dalles, Oregon, Wasco County
(Job #8987.)

The undersigned further stipulates that no previous assignment has been made and agrees that no additional assignment will be made under this contract; that payments hereunder will be made by checks drawn to the order of the assignee. This assignment is executed in duplicate original, of which this is one of said originals.

In witness whereof, the undersigned has caused this assignment to be executed

this 26th day of June, 1962.

CHERF AND ASSOCIATES, INC.

By: W. H. Cherf

Title: Pres.

By:

Title: As. Secy-Treas

Attest:

(Corp. Seal)

RECEIVED
JUN 29 1962
FOR FILING

6104

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1962

SUBJECT:

To:

Mr. D. B. Parkes
Contract Payments

OFFICE

Cherf & Associated, Inc. began work on The Dalles Office and Maintenance Buildings in Wasco County, Contract No. 6104, on June 21, 1962.

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUN 12 1962
FOR FILING

6104

CHERF AND ASSOCIATES, INC.
103 12th St. SW
POST OFFICE BOX 215
Phone: SKyline 4-3528
EPHRATA, WASHINGTON

Files

May 29, 1962

State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. Floyd Query

Gentlemen,

We thank you very kindly for your letter dated May 28th in which you are notifying us that the Commission has awarded No. 6104 for construction of the office and maintenance buildings on the Columbia River Highway in Wasco County, to us.

In regard to your second paragraph we wish to advise that we have already taken the necessary steps for proper registeration with the Oregon Corporation Commissioner. We also have made the necessary requests to be covered by the Department of Labor and Industries, and registered with the State Tax Commission.

You should be advised by the above mentioned departments in the very near future affirming our registery.

We appreciate your very kind cooperation in the past, and shall make every endeavor to comply with all regulations outlined in the specifications along with the Oregon State laws and regulations.

Sincerely yours

CHERF & ASSOCIATES, INC.

David B. Wirsching

By: David B. Wirsching
Secy. Treas.

DBW/w

Ole,
in a day or so check
with Corp. Com'r

They registered with
Corp. Com'r- June 5, 1962.

76

NOTED
C. W. HEAD

RECEIVED
MAY 31 1962
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Cherf & Associates, Inc.
P. O. Box 215
Ephrata, Washington

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6104 for the following project:

Office and Maintenance Buildings on the Columbia River Highway in Wasco County.

This award was based on your bid of $148,350.00 which was the low bid submitted to the Commission on May 22, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)
Mr. I. D. Merchant

RECEIVED
APR 27 1962

FOR FILING

[illegible]

Salem, Oregon
April 25, 1962

Mr. I. A. DeFrance
Maintenance Engineer

I have in hand a copy of Mr. Polk's letter of June 6, 1961 (a copy of which is attached) having to do with The Dalles Maintenance Site. I am informed by Mr. Wright that reimbursement can be secured after money has been spent. It is my further understanding that considerable money has been spent on this site.

Will you please forward to me a statement of these expenditures in order that I may turn them over to Mr. Wright for reimbursement.

Tom Edwards
Assistant State Highway Engineer

TE:jw

Attach.

cc G. S. Paxson

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St., N.E.

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: June 6, 1961

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project I-80N-3(21)81
The Dalles
Maintenance Site

Please refer to Mr. L. I. Lindas' letter, dated April 11, 1961, concerning the extent of Federal participation in the loss of the Maintenance Site. Since the site is owned by the State Highway Department there would be no disbursement from public highway funds for the right-of-way and Federal funds could not participate in the value of the right-of-way (paragraph 3a(3) of PPM 21-4.1). However, Federal funds could participate in the cost of adjusting existing facilities provided such adjustments were required by the construction of the highway. Therefore, the maximum amount in which Federal funds could participate would be the cost of restoring the utility of the present site or the net cost of providing an equal substitute facility on some other site, whichever is less.

Inasmuch as the existing site would be expensive to redevelop and would not be desirable from an operations standpoint we understand you intend to develop a new site. Federal funds could participate in the cost of acquiring the new site plus the cost of providing equal substitute improvements. The measure of our participation in the new improvements would be the depreciated value of the existing improvements as indicated by appropriate appraisals of the existing improvements. Before the State could claim Federal reimbursement an actual disbursement of State funds for acquiring the new site or building the new facility would be necessary.

[illegible]
for
Ed W
Wright

RECEIVED
JUN 7 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1962
FOR FILING

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

MARCH 16, 1962

(File Ref. D 9018 - 312 - 59)

(16'

Mr. Floyd Query,
Secretary
Oregon State Highway Commission
Salem 10, Oregon

Dear Sir:

Please refer to your letter of January 30 regarding pipe line crossing agreement with our Companies, covering installation of a 4-inch water pipe line to serve State of Oregon Maintenance Building east of The Dalles, Wasco County, Oregon.

Herewith for your record is fully-executed counterpart of above-mentioned agreement of November 9, 1961.

Yours very truly,

G. H. Baker
G. H. Baker,
Superintendent

enc.

RECEIVED
MAR 20 1962
OREGON
STATE HIGHWAY COMMISSION

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MAR [illegible] 1962
FOR FILING
[illegible]

Salem, Oregon
March 5, 1962

Mr. C. H. Maison
Auditor

Freeway construction in The Dalles necessitates the taking of part of the existing maintenance site and rendering it unsatisfactory to our use due to the lack of access. This was anticipated and included in our 1962 Budget as items of $50,000 for a new maintenance building and $90,000 for a new office building. These buildings probably will both be ready for letting in April.

It is estimated that the total cost may exceed the $140,000 by as much as $5,000. We will recover from the Bureau of Public Roads approximately $72,500 for the damage they have done to our building.

Tom Edwards
Assistant State Highway Engineer

TE:jw

cc Forrest Cooper
G. S. Paxson
I. A. DeFrance

COST OF RE-ESTABLISHING THE DALLES MAINTENANCE SITE

Of the present area in the maintenance site at The Dalles, the Right of Way requirements for the freeway take about one-half the usable area. Approximately one-half of the remaining area is covered with lava rock at a depth of from three to twelve feet and would require an expenditure of several thousand dollars to level the property. Sufficient area to replace the area lost is available from city property lying west of and adjacent to our maintenance site. The acquisition of this city property would furnish sufficient area for our needs. However, the city property is unimproved and consists of several feet of lava rock which would require excavation and leveling at an estimated cost of forty-five thousand dollars. The high cost of this work is due to the development of the surrounding area which would necessitate extreme care in shooting the rock to avoid damage claims from building owners in the vicinity for alleged damage to buildings, etc. This factor makes it undesirable to consider the improvement of this area.

To obtain access to our present property it will be necessary to acquire a portion of the Thompson Estate property to the east of our site, preferably that portion of the property on which the Shamrock Restaurant is located. For the fullest potential development of our property, the restaurant should be purchased and removed. Access to Terminal Avenue is available through the city property. Terminal Avenue access is suitable for maintenance equipment but not for the public.

In computing the cost of re-establishing our facilities at our present site, we must consider the following expense items:

1.	The value of land taken for Right of Way.	$
2.	The cost of securing additional area from the city property.	$
3.	The cost of acquiring the restaurant property.	$
4.	The cost of leveling the land	$65,000
5.	The cost of relocating the present buildings.	$10,000

The above expense would cover the cost of replacing our present facility but would not provide sufficient area for future expansion. It will be necessary immediately to construct a new office building to house the Highway Department, State Police, Department of Motor Vehicles and Public Utilities Commission Offices. Such a building will require a minimum of two acres in order to accommodate area for the building and parking facilities for employees and the public and access must be convenient to the public.

The construction of the new freeway will provide difficulty in access to the property from the freeway itself, especially for westbound traffic. The West-Dalles interchange does not provide off ramps which could be used for access to our property except through very complicated maneuvers through the interchange itself.

NOTED
TOM EDWARDS

The most desirable solution to the problem would be to move our maintenance facilities and office building to a new location. Several sites have been considered, the most desirable of which is located east of The Dalles between the approach to The Dalles Bridge and the Bonneville Dam. This property is owned by the Army Engineers and consists of a portion of the area used by the contractors for storing materials during the construction of the dam. Negotiations are underway to acquire this property for our use and at this time we are unable to estimate the cost of the tract of land if it can be acquired. Except for the cost of land, it will require approximately $180,000 to re-establish ourselves at this location. Following is an itemized list of the estimated costs.

Grading	$8,000	Gas Pumps	$2,500
Well	5,000	Sand Shed	10,500
Office Bldg.	80,000	Paving	25,000
Maint. Equip.		Landscaping	5,000
Storage Bldg.	40,000	Fencing	4,000
		Total	$180,000

To this total must be added the cost of acquiring title to the land.

E F Chidsey

E. F. Chidsey
Assistant Maintenance Engineer

EFC:wg

RECEIVED
FEB 20 1962
FOR FILING

January 30, 1962

Agenda Item 4-k

Union Pacific Railroad Company
2525 No. Larrabee Ave.
Portland 17, Oregon

Attention: Mr. G. H. Baker
Superintendent

Gentlemen:

We are enclosing two copies of a Pipe Line Crossing Agreement with Union Pacific Railroad Company covering installation of a four-inch water pipe line to serve the proposed State Highway Maintenance Building east of The Dalles in Wasco County, Oregon. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc. 2

RECEIVED
AN 5 1962
FOR FILING

January 2, 1962

Oregon State Highway Commission

Gentlemen:

Re: Water Line Crossing
State Highway Building
East of The Dalles

There will be before you at the next Commission meeting for your approval and execution a Pipe Line Crossing Agreement with the Union Pacific Railroad Company covering the installation of a four-inch water pipe line to serve the proposed State Highway Maintenance Building east of The Dalles.

Your approval and execution of the agreement are recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

GSP:ms me

cc G. S. Paxson
Tom Edwards
Ralph Sipprell

RECEIVED
JAN 2 1962

FOR FILING

December 29, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 No. Larrabee Avenue
Portland 17, Oregon

Re: Water Line Crossing Serving
State Highway Building
East of The Dalles

Dear Sir:

This will acknowledge receipt of your permit dated November 9, 1961, covering the installation of a 4-inch water line under your tracks east of The Dalles to serve the proposed State Highway maintenance building. This permit will be presented to the Highway Commission for execution at its meeting on January 19.

It is noted that installation is to be in accordance with Union Pacific Railroad Company's Common Standard Specification C.S. 1029 dated November 1949. It would be appreciated if you would send me two copies of this Common Standard.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

cc Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. I. D. Merchant

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

DECEMBER 28, 1961

(File Ref. D 9018 - 312 - 59)

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

Water Line Crossing
State Highway Building
East of The Dalles

Please refer to our letter of November 10 regarding the above captioned project.

Herewith in duplicate, agreement in favor of the State of Oregon, covering a 4-inch water line encased in a 10-inch steel casing pipe at The Dalles, Oregon (Railroad M. P. 86.92). Will you please have the document executed by the State Highway Commission and return to this office for execution on the part of the Railroads?

Wish to call your attention to Section 3 of agreement which provides for a consideration in the amount of $5.00 to be paid to the Railroad Companies.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

RECEIVED
DEC 29 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

RECEIVED
JAN 16 1962
FOR FILING

33-3411

Salem, Oregon
December 19, 1961

Agenda Item 4-j

Agreement for furnishing water and
sewer connection for new Dalles
Maintenance Station

Mr. Forrest Cooper
State Highway Engineer
Office

Attention: Mr. P. M. Stephenson — Tom Edwards
Assistant State Highway Engineer

Attached are four conformed copies of an agreement with Edward Seufert wherein the Seuferts agree to furnish water and permit the State to connect its sewer system to their sewer line which passes through the State's property for The Dalles Maintenance Headquarters.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to Mr. Edward Seufert.

Secretary

rn
Attach: 4

RECEIVED
DEC 4 1961
FOR FILING

22/12

December 4, 1961

Oregon State Highway Commission

Gentlemen:

An agreement has been reached with Edward Seufert, wherein Mr. Seufert is to furnish water for our proposed The Dalles maintenance headquarters. The agreement states that the water would be furnished at a cost comparable with rates now in effect by the Chenowith Water District. These rates are somewhat less than those now charged by the City of The Dalles at our present quarters.

The agreement with Mr. Seufert also permits the State Highway Department to connect our sewer system to his sewer line which passes through our property.

The agreement has been approved by our Legal Division, and it is recommended that you sign this agreement.

This matter will be on the agenda for the next meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. P. M. Stephenson
PMS:er ms

RECEIVED
B 15 1962
FOR FILING

Salem, Oregon
November 6, 1961

No. DA-35-026-CIVENG-62-13

File No. 32762 -
The Dalles Maintenance
Site Section
Columbia River Highway

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Earl F. Saling
Right of Way Office Manager

We are sending you, for further handling, three fully executed copies and one conformed copy of a lease agreement with the U.S. Army Engineers for the new Dalles Maintenance Headquarters Site on the Columbia River Highway in Wasco County.

We have retained in this office a conformed copy of the above lease agreement pending receipt of a fully signed copy for the Commission's files after it has been indexed and recorded.

Secretary

rn
Attach: 4

RECEIVED
OCT 25 1961
FOR FILING

October 25, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Water Line Crossing
State Highway Building
East of The Dalles

Dear Sir:

Reference is made to your letter of August 29 (your File D 315 - 2 - 93) relative to the undercrossing of your tracks by a 4-inch water line to serve our office building east of The Dalles. I submit herewith a sketch showing the location and grade line of the proposed pipe crossing.

The 4-inch water line will be encased in a steel wall casing 10 inches in diameter. We expect to force this pipe under your tracks without disturbing your roadbed or tracks. The installation will be in accordance with the Union Pacific Railroad Company's common standard specification C.S.1029. Since this crossing carries water, venting of the casing will not be necessary. The ends of the casing will be sealed in accordance with Figure 119 of the above-cited specification.

It would be appreciated if a permit covering the installation of this pipe can be granted at your earliest convenience.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ma

cc to: Mr. W. C. Williams, Mr. Tom Edwards, Mr. I. A. DeFrance,
Mr. Dean Swift

RECEIVED
OCT 11 1961
FOR FILING

33-3413

61-4

October 11, 1961

Oregon State Highway Commission

Gentlemen:

At the September 15, 1961, meeting of the Highway Commission, you requested an explanation of the proposed $500-per-year rental charge for the 50-year lease on 15 acres near The Dalles Dam for a permanent maintenance headquarters site. Mr. Walstrom, of the Right of Way Division of the Corps of Engineers in Portland, was contacted and provided the following information:

Under Section 209 of the Flood Lands Control Bill of 1954, passed by the Congress on September 3, 1954, the Corps of Engineers has authority to lease or deed, without charge, excess properties to public bodies for public recreational purposes or for right of way for highways.

The above authority allows the Corps of Engineers to lease, without charge, the property to be used by Wasco County for park purposes or other public uses.

Mr. Walstrom also informed us that the Corps of Engineers has no authority which would allow it to lease, without charge, property to public bodies for purposes other than those mentioned above; therefore, it was necessary to place a charge based on the percentage of the valuation of the property involved for that area we desire for our maintenance headquarters site.

Mr. Walstrom stated that the Corps would have granted us a lease to the property, without charge, if there were any legal provision that would permit it to do so.

Mr. Walstrom suggested that after we had occupied the property and made our improvements we should request the Congress and the Corps of Engineers to make the property available to us for purchase. After the property has been improved, the Corps of Engineers can request that it be sold to the State Highway Department for approximately 50 per cent of the appraised valuation of the bare land.

It is recommended that you approve the lease agreement at the $500-per-year charge for a 50-year lease of the 15-acre site.

This matter will be on the agenda for the next meeting.

Very truly yours,

P. M. Stephenson
Acting State Highway Engineer

PMS:er me

cc P. M. Stephenson
C. H. Maison

FORM E-30 50M 3-61 84397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1961

SUBJECT: Lease from the Army Engineers,
The Dalles Maintenance Station,
Agenda Item 4t

To:
P. M. Stephenson
Asst. State Highway Engineer
BUILDING

In their September 15, 1961 meeting the Highway Commission requested an explanation of the $500 per year rental charge for our fifty-year lease of fifteen acres near The Dalles Dam for a permanent maintenance headquarters site.

On September 21 I contacted Mr. Walstrom of the Army Engineers in Portland and obtained the following information.

> Under Section 209 of the Flood Lands Control Bill of 1954 passed by Congress on September 3, 1954, the Army Engineers have authority to lease or deed, without charge, excess properties to public bodies for public recreational purposes or rights of way for highways. They have no authority which would allow them to lease, without charge, property to the Highway Commission for the type of development we are planning at The Dalles. The rental price of $500 per year is based on the percentage of the valuation of the property involved.

I was informed by Mr. Walstrom that they would have granted us a lease to the property without charge if there was any legal provision which would permit them to do so.

Mr. Walstrom suggested that after we had occupied the property and made our improvements, we should request Congress and the Army Engineers to make the property available to us for purchase. If that were done at this time, before we made our improvements, it would be necessary to advertise the property for public sale. The Highway Department would then have to bid against other interested parties. However, after the property has been improved they can request that it be sold to the State Highway Department for approximately 50 per cent of their appraised valuation.

I sincerely recommend that this Department recommend that the Commission accept the lease as submitted, as in my opinion, $500 a year represents less than one per cent of the actual valuation of the fifteen acres involved.

E F Chidsey
E. F. Chidsey
Assistant Maintenance Engineer

EFC:ejd

RECEIVED
SEP 8 1961
FOR FILING
22-3413
[illegible]

not approved by Comm. 9-14-61
Approved by Comm. [illegible]
[illegible] E. Saling
3 copies to E. Saling 10-31-61 R.

September 8, 1961

Oregon State Highway Commission

Gentlemen:

The proposed location and construction of Interstate Highway No. 80N through the city of The Dalles, Oregon, will affect our maintenance station at The Dalles. The location cuts diagonally across the property in such a manner as to remove the present access to the property. After the new highway is constructed, the remaining area will not be suitable for efficient operation as a maintenance station.

An investigation was made of available sites with the premise of locating the new headquarters outside of the city limits and away from congested areas. A suitable site was found north of the new highway and east of the Columbia River Interstate Bridge. This site is under the jurisdiction of the U. S. Corps of Engineers. Negotiations with the Corps of Engineers resulted in a proposed lease agreement for a tract of 15.39 acres for a period of 50 years at $500 per year rental.

This site has ready access to the Interstate and other highways in the vicinity and meets with the approval of the State Police, Motor Vehicle Department, and the Public Utility Commissioner; the other agencies which would occupy the office building proposed for the site. An equipment storage building would also be built.

According to Federal regulations, Federal funds can participate in the cost of acquiring a new site, plus the cost of providing equal substitute improvements. The amount of the participation of Federal funds would be determined by the depreciated value of the existing improvement at the present location.

It is felt that the $500 per year rental is very reasonable, as the 15.39 acres has a reported value of $40,000 as industrial land. The U. S. Government will not sell or lease to private individuals--only to public agencies.

It is recommended that you approve the lease agreement with the U. S. Corps of Engineers and also authorize the construction of an office building and maintenance equipment building on the new site. The office building is estimated to cost $90,000 and the equipment building, $50,000. Funds are available in the current 1961 building budget.

This matter will be on the next agenda.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS:er me

cc P. M. Stephenson
C. H. Maison

RECEIVED
SEP 15 1961
FORM E-30X DGM 2-60 28119
FOR FILING
33 2413
3104

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles
September 5, 1961

SUBJECT: Proposed Maintenance Office Building
The Dalles Dam Site

To:

Mr. E. F. Chidsey
Assistant Maintenance Engineer
Salem, Oregon

The present Maintenance office building at The Dalles have the following occupants:

D.M.S. office	4
Resident Engineer's office	8
State Police office	16
Total - - - - - - - - - -	28

It is my understanding that the new Maintenance office building will be used by the following:

D.M.S. office	4
2 Resident Engineer's offices	16
State Police office	16
State P.U.C. office	1
State Motor Vehicle office	4
Total - - - - - - - - - -	41

It is my conviction that the addition of a full basement under the office building would alleviate a storage and personel congestion problem we are sure to face, as these agencies grow. The basement space would act as a "surge tank" to care for additional Resident Construction and Bridge Engineer's assigned to this area from time to time.

The basement would also allow for the expansion of the State Police and Motor Vehicle Departments facilities when required. It would be invaluable for record storage. Also permit space for Safety Meetings, Police Conferences and Schools.

By adding 20 percent to the total cost of the building, the space available for use would increase by 100 percent.

ORIGINAL SIGNED by CARL M. WILLIAMS

CARL M. WILLIAMS
District Maintenance Superintendent

CMW:af

cc: Mr. Dean Swift

NOTED
P. M. STEPHENSON

RECEIVED
AUG 31 1961
OFFICE OF
DIST. MAINT. SUPT.
THE DALLES, OREGON

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2325 NO. LARRABEE AVE.
PORTLAND 17, OREGON

AUGUST 29, 1961
(File: D 315 - 2 - 93)

Mr. J. S. Sawyer,
Inspection Engineer
Oregon State Highway Department
Box 420
The Dalles, Oregon

Dear Sir:

Referring to 'phone conversation date with Mr. Tabor of my office with respect to proposed 4-inch water line crossing under the Railroad's tracks to serve proposed Oregon State Highway Building near The Dalles (East) Overcrossing:

Herewith is copy of Railroad's Specifications for Pipe Line Crossings under Railroad Tracks, C.S. 1029.

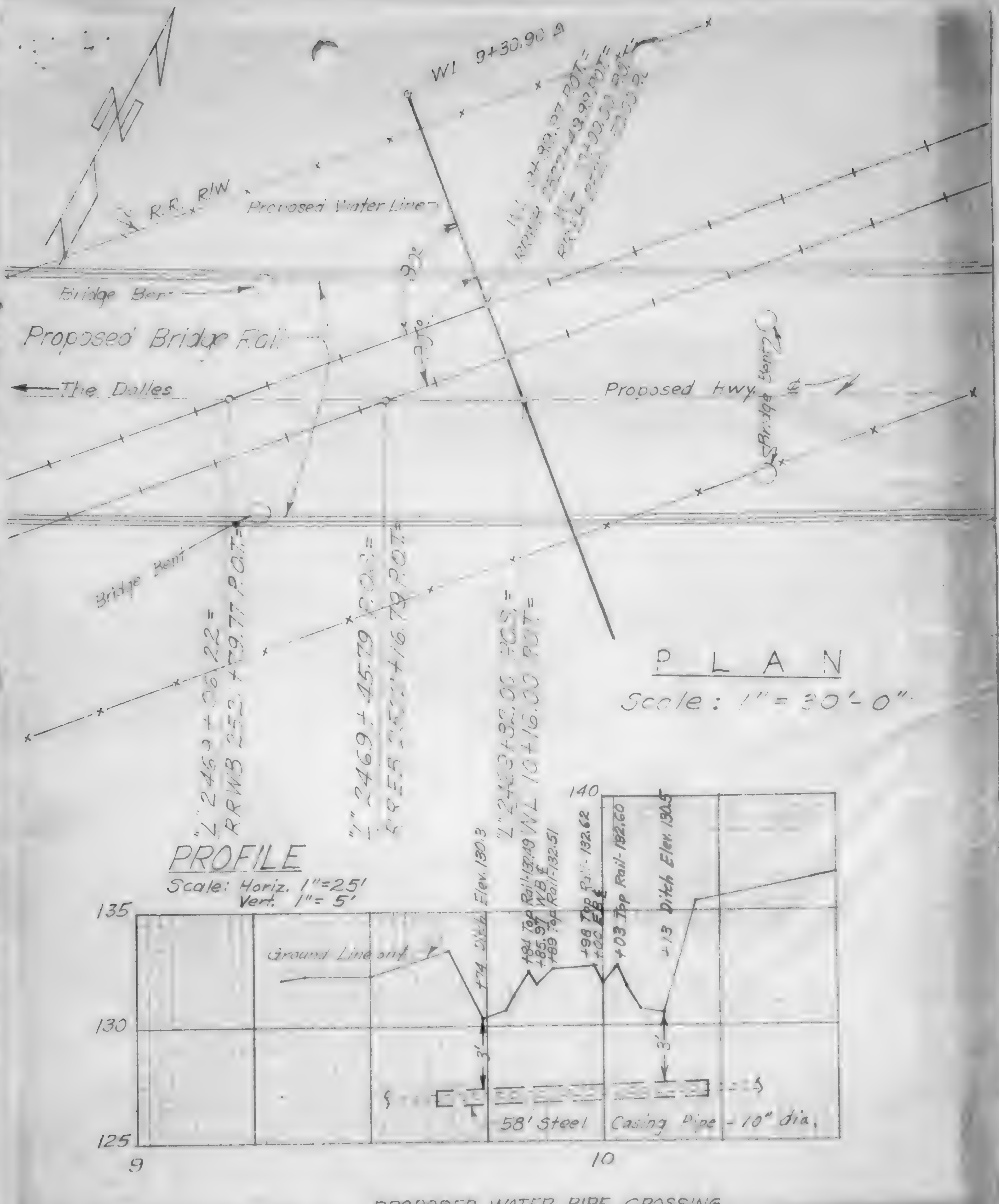
Will you please arrange for submission to this office, the State's proposal and plans showing method of installation and exact location with respect to the tracks for the Railroad's review?

Very truly yours,

G. H. Baker

G. H. Baker,
Superintendent

NOTED
G. S. PAXSON



PROPOSED WATER PIPE CROSSING
U.P.R.R. EAST OF THE DALLES

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

33 3413

The Dalles, Oregon
August 18, 1961

SUBJECT: Water Agreement
Seufert Well

6124 To:

Mr. E. F. Chidsey
Assistant Maintenance Engr.
Oregon State Highway Dept.
Salem, Oregon

Herewith letter from Dick & Dick, attorneys, stating items that Mr. Seufert would like to have incorporated in Water Use Agreement between the Highway Department and Seufert.

For comparison I have acquired water rates of both the Chenowith Water District and City of The Dalles Water District (enclosed).

Water usage at The Dalles Maintenance Headquarters for 1960(Dalles City Water District) was as follows:

Jan.	7,500 Gal	$2.00(min)	July	43,000 Gal	$6.96
Feb.	7,500 Gal	2.00(min)	Aug.	115,000 Gal	17.04
Mar.	17,500 Gal	3.30	Sept.	59,000 Gal	8.88
Apr.	15,500 Gal	3.48	Oct.	25,000 Gal	4.80
May	51,000 Gal	7.92	Nov.	7,500 Gal	2.00(min)
June	63,000 Gal	9.36	Dec.	7,500 Gal	2.00(min)

A total of 419,000 gals. costing $70.24 for 1960.

Changing this to Chenowith Water District rates for comparison gives:

Jan.	7,500 Gal	$3.00(min)	July	43,000 Gal	$5.19
Feb.	7,500 Gal	3.00(min)	Aug.	115,000 Gal	10.95
Mar.	17,500 Gal	3.38	Sept.	59,000 Gal	6.47
Apr.	15,500 Gal	3.23	Oct.	25,000 Gal	3.75
May	51,000 Gal	5.83	Nov.	7,500 Gal	3.00(min)
June	63,000 Gal	6.79	Dec.	7,500 Gal	3.00(min)

A total of 419,000 gals. costing $57.64.

Mr. Ed Seufert originally quoted a price of $8.00 per month (flat rate) however he changed his mind so had his lawyer write the letter.

NOTED
F. M. STEPHENSON

Water usage at The Dalles Maintenance Headquarters has increased approximately 80 per cent over 1960 and I think at the new location that water usage will be up considerably above that. I would estimate a yearly usage of possibly 1,500,000 gallons.

Please advise if you wish me to proceed with negotations with the Union Pacific Railroad for a permit to push the water line under the U.P. tracks. Also I have located 1000 Lin Ft. of good used 4" asphalt coated water line that can be purchased for $0.60 per ft. if we are interested.

ORIGINAL SIGNED BY J. S. SAWYER

J. S. Sawyer
Inspecting Engineer

JSS:sf
CC; Mr. Dean Swift
encl. 3

CHENOWITH COMMERCIAL WATER RATES

0 to 10,000 Gals	$3.00
10,001 to 25,000 Gals	.05¢
25,001 and above	.08¢

RECEIVED
FORM E-123-X
APR 13 1961
FOR FILING

NOTED
W. C. WILLIAMS

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 11, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
406 State Highway Building
Salem, Oregon

Subject: File No. 32762
The Dalles Maintenance
Site
Columbia River Highway
Wasco County
Project I-80N-3(21)81

Dear Sir:

In response to your letter of February 8, 1961, dealing with the necessity for replacement of our maintenance site at The Dalles, I forward copies of correspondence between Mr. W. C. Williams and the Portland District Engineer relative to acquisition from the Army Engineers of a new site for relocation of our maintenance headquarters.

We anticipate acquisition of this land on a long-term lease arrangement at virtually no cost.

I attach, also, copies of an estimate of the cost of reestablishing the maintenance site. This estimate was prepared by Mr. E. F. Chidsey. The original of the letter and an accompanying map, which does not lend itself to reproduction by photocopying processes, are attached to our right of way file No. 32762.

To summarize the attached correspondence:

1. Because of the loss of one-half the area in the existing site, it will be necessary to relocate our maintenance facility. Fee appraisals in our possession indicate that the loss of value to this site would be $75,000 to $76,200.

2. One plan of relocation would involve acquisition from the City of The Dalles of additional abutting property to the west of our

present site, the leveling of that land, and moving and redisposing the building improvements and other facilities of the maintenance site. Mr. Chidsey and our Right of Way Supervisor have given a combined estimate of the cost of this work as follows:

Right of way for access from street immediately east of existing site.	$ 2,500
Cost of replacement area from city ownership	8,750
Cost of leveling additional land. .	65,000
Cost of relocating present buildings and facilities	10,000
	$ 86,250

No cost has been estimated for paving of the area. Neither have we estimated the cost of actual road construction for access, since we have assumed that the bulk of this cost would be absorbed in our grading estimate. It is likely that an additional cost of $10,000 would be incurred in satisfactorily handling these two items.

A restoration of this site is not particularly desirable because of the restrictions of traffic pattern and the consequent operational difficulty of the site.

3. The solution which is favored by our Maintenance organization is to acquire an area near The Dalles Dam Interchange from the Corps of Engineers and to construct thereon a new and modern maintenance facility.

These costs have been estimated as follows:

Grading	$ 8,000
Well.	5,000
Office Building	80,000
Equipment Storage Building	40,000
Gas Pumps	2,500
Sand Shed	10,500

Paving.	$ 25,000
Landscaping	5,000
Fencing	4,000
	$100,000

Should we incur any cost for the site, it would be added to this total.

We shall be glad to try to provide additional documentation on this matter, should it be necessary, to enable you to reach a decision as to proper reimbursement for our loss of this site.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:mg
Attachments

cc Mr. W. C. Williams ✓
Mr. P. M. Stephenson
Mr. L. I. Lindas

RECEIVED
APR 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1961
FOR FILING

[illegible]
37-NPPRM
[illegible]

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

14 February 1961

NPP 285/17 (The Dalles Dam -
State Highway Maintenance Headquarters)

REFERRED TO
Stephenson
by State Highway Engineer

State of Oregon
State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. W. C. Williams
State Highway Engineer

Dear Sir:

Receipt is acknowledged of your letter dated 7 February 1961 requesting use of a certain 15-acre tract of U. S. Government property for State Highway Maintenance Headquarters Site in the vicinity of The Dalles Dam, Oregon.

Please be advised that your request is presently being processed for necessary clearances.

At such time as review and field investigation are completed, you will be further advised.

Very truly yours,

Merle E. Lietzke
MERLE E. LIETZKE
Chief, Real Estate Division

Copies forwarded to Mr. Walter Wright and Mr. I. A. De France, February 15, 1961. er

RECEIVED
FEB 15 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
P. M. [illegible]

RECEIVED
FEB 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 1961
FOR FILING

[illegible]

[illegible]

February 7, 1961

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Attention: Real Estate Division

Dear Sir:

Construction of the proposed Interstate Highway through The Dalles will make the present State Highway Maintenance headquarters in The Dalles inoperative. The new highway location will eliminate all access to the property.

Being confronted with the necessity of relocating our Maintenance Headquarters, we are desirous of obtaining the right to use or of acquiring the 15-acre tract of U. S. Government property located westerly of Fifteenmile Creek and adjacent and southerly of the Lone Pine Island site as more particularly shown in the descriptions and plat accompanying this letter.

The proposed development on the property will consist of the construction of an office building to house the local offices of the State Highway Department, the Department of State Police, the Department of Motor Vehicles, and the district office of the Public Utility Commissioner. This office building, with driveways, parking area, and landscaped areas, would occupy the southerly portion of the property adjacent to the service road. The northerly portion of the property would be occupied by a maintenance equipment storage building and paved parking area.

All buildings will be permanent-type construction of concrete, concrete block or steel. The large public parking area around the office building and a large part of the maintenance area around the maintenance building will be paved with asphaltic concrete pavement. The southerly portion of the property will be attractively landscaped with suitable shrubs and lawn and will be constantly maintained. The northerly area will be fenced with a seven-foot woven wire fence. The estimated cost of the above improvements will be in excess of $200,000.

We are interested in obtaining permission to use the above property at the earliest possible date, as we wish to start construction this year. Therefore, we are hereby requesting a lease on the property for at least a 50-year period with an option to renew and also an option granting us the right to purchase, should the property become available for sale.

The desired fifteen acres are a portion of that tract of land being considered by Wasco County for park development. We have contacted the Wasco County Court, and they have advised us that they have no objection to the State's proposed use of this portion of the property and that they feel that our proposed development would contribute much to the long-term planned development for this area.

We would appreciate favorable consideration of our request at your early convenience.

Very truly yours,

W. C. Williams
State Highway Engineer

EFC:wg PMS:er me
Enclosures
cc Forrest Cooper
I. A. DeFrance
Walter Wright

cc P. M. Stephenson (with orig. map)

RECEIVED
FEB 14 1961
FOR FILING

[illegible]
[illegible]

FORM E-80X 80M 2-60 20119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1961

SUBJECT:

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

I attach hereto descriptions of the area which the Maintenance Division wishes acquired for a maintenance site at The Dalles. Mr. Stephenson advises me that preliminary contacts have been made with the County and the Corps of Engineers in regard to the acquisition.

Will you please proceed with this at your earliest convenience in order that removal of the maintenance site will not hamper construction.

Tom Edwards
Tom Edwards
Construction Engineer

TE:jw

Attach.

cc P. M. Stephenson
E. F. Chidsey

NOTED
P. M. STEPHENSON

NOTED
P. M. STEPHENSON

RECEIVED

DESCRIPTION ONLY

U. S. A. (Department of Army)
The Dalles Maintenance Site Section
Wasco County

File No. 32762
RR 2-3-61
Sketch
Columbia River Highway

Maintenance & Right of Way

PARCEL NO. 1

A parcel of land lying in the Northeast quarter of Section 1, Township 1 North, Range 13 East, W.M., and the Southeast quarter of Section 36, Township 2 North, Range 13 East, W.M., Wasco County, Oregon, and being a portion of that tract of land described in that certain deed to U. S. A., recorded in Book 126, Page 290 of Wasco County Records of Deeds; the said parcel being described as follows:

Beginning at a 5/8" Iron Pin, 50 feet distant Northerly from (when measured at right angles to) the located center line of the "ACC" line of the Dalles Bridge Interchange location at Engineer's Station "ACC" 15+60.00; said point also being 69.19 feet South and 1409.37 feet West of the Southeast corner of Section 36, Township 2 North, Range 13 East, W.M.; thence North 64° 02' East, along the Northerly right of way line of the "ACC" line of The Dalles Bridge Interchange Location. A distance of 178.08 feet to the South line of said Section 36; thence South 89° 35' 50" East along the South line of said Section 36, a distance of 45.02 feet to a point which is 30 feet distant Northerly from (when measured at right angles to) the center line of said "ACC" line at Engineer's Station "ACC" 17+78.41; thence North 64° 02' East, parallel to said center line a distance of 74.08 feet; thence parallel to and 30 feet distant from said center line along the arc of a 1402.39 foot radius curve left (the long chord of which curve bears North 51° 34' 45" East, 604.87 feet) a distance of 609.66 feet; thence North 39° 07' 30" East, parallel to said center line a distance of 24.80 feet to a point which is 30 feet distant Northerly from (when measured at right angles to) the center line of said "ACC" line at Engineer's Station "ACC" 25+00.00; thence South 50° 52' 30" East, a distance of 8.64 feet; thence North 39° 07' 30" East, a distance of 388.09 feet; thence North 50° 52' 30" West, a distance of 626.49 feet to the South line of the Lone Pine Island Site (transferred to the Department of Interior, Bureau of Indian Affairs by letter dated November, 1953); thence South 48° 49' 54" West along said South line a distance of 246.18 feet; thence South 11° 34' 06" East along said South line a distance of 97.00 feet; thence South 40° 20' 54" West along said South line a distance of 695.10 feet to the Southwest corner of the said Lone Pine Island Site; thence South 40° 20' 54" West, a distance of 60.68 feet; thence South 19° 28' East, a distance of 385.09 feet to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

Subject to Easement for Right of Way (Pipe Line) on The Dalles Dam, DA35-026-eng-2526 9, to Edward Seufert, recorded in Book 131, Page 168, Deed Records of Wasco County, Oregon.

The parcel of land to which this description applies contains 15.01 acres.

PARCEL NO. 2

A parcel of land lying in Government Lot 1 of Section 36, Township 2 North, Range 13 East, W.M., Wasco County, Oregon, and being a portion of that property described in that certain deed to U. S. A. (Department of Army), recorded in Book 126, Page 290 of Wasco County Records of Deeds; the said parcel being described as follows:

Beginning on the Southeasterly line of Parcel #1 at a point 430.57 feet North and 641.40 feet West of the Southeast corner of said Section 36; thence North 39° 07' 30" East along said Southeasterly line a distance of 388.09 feet to the most Easterly corner of Parcel #1; thence South 50° 52' 30" East 149 feet, more or less, to the Northwesterly right of way line of the O. W. R. & N. Company; thence Southwesterly along said right of way line to a point which bears South 50° 52' 30" East from the point of beginning; thence North 50° 52' 30" West to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

U. S. A. (Department of Army) File No. 32762
RR 2-3-61
The Dalles Maintenance Site Section Sketch

Wasco County Columbia River Highway

Maintenance & Right of Way

PARCEL NO. 1

A parcel of land lying in the Northeast quarter of Section 1, Township 1 North, Range 13 East, W.M., and the Southeast quarter of Section 36, Township 2 North, Range 13 East, W.M., Wasco County, Oregon, and being a portion of that tract of land described in that certain deed to U. S. A., recorded in Book 126, Page 290 of Wasco County Records of Deeds; the said parcel being described as follows:

Beginning at a 5/8" Iron Pin, 50 feet distant Northerly from (when measured at right angles to) the located center line of the "ACC" line of the Dalles Bridge Interchange location at Engineer's Station "ACC" 15+60.00; said point also being 69.19 feet South and 1409.37 feet West of the Southeast corner of Section 36, Township 2 North, Range 13 East, W.M.; thence North 64° 02' East, along the Northerly right of way line of the "ACC" line of The Dalles Bridge Interchange Location. A distance of 178.08 feet to the South line of said Section 36; thence South 89° 35' 50" East along the South line of said Section 36, a distance of 45.02 feet to a point which is 30 feet distant Northerly from (when measured at right angles to) the center line of said "ACC" line at Engineer's Station "ACC" 17+78.41; thence North 64° 02' East, parallel to said center line a distance of 74.08 feet; thence parallel to and 30 feet distant from said center line along the arc of a 1402.39 foot radius curve left (the long chord of which curve bears North 51° 34' 45" East, 604.87 feet) a distance of 609.66 feet; thence North 39° 07' 30" East, parallel to said center line a distance of 24.80 feet to a point which is 30 feet distant Northerly from (when measured at right angles to) the center line of said "ACC" line at Engineer's Station "ACC" 25+00.00; thence South 50° 52' 30" East, a distance of 8.64 feet; thence North 39° 07' 30" East, a distance of 388.09 feet; thence North 50° 52' 30" West, a distance of 626.49 feet to the South line of the Lone Pine Island Site (transferred to the Department of Interior, Bureau of Indian Affairs by letter dated November, 1953); thence South 48° 49' 54" West along said South line a distance of 246.18 feet; thence South 11° 34' 06" East along said South line a distance of 97.00 feet; thence South 40° 20' 54" West along said South line a distance of 695.10 feet to the Southwest corner of the said Lone Pine Island Site; thence South 40° 20' 54" West, a distance of 60.68 feet; thence South 19° 28' East, a distance of 385.09 feet to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

Subject to Easement for Right of Way (Pipe Line) on The Dalles Dam, DA35-026-eng-2526 9, to Edward Seufert, recorded in Book 131, Page 168, Deed Records of Wasco County, Oregon.

The parcel of land to which this description applies contains 15.01 acres.

PARCEL NO. 2

A parcel of land lying in Government Lot 1 of Section 36, Township 2 North, Range 13 East, W.M., Wasco County, Oregon, and being a portion of that property described in that certain deed to U. S. A. (Department of Army), recorded in Book 126, Page 290 of Wasco County Records of Deeds; the said parcel being described as follows:

Beginning on the Southeasterly line of Parcel #1 at a point 430.57 feet North and 641.40 feet West of the Southeast corner of said Section 36; thence North 39° 07' 30" East along said Southeasterly line a distance of 388.09 feet to the most Easterly corner of Parcel #1; thence South 50° 52' 30" East 149 feet, more or less, to the Northwesterly right of way line of the O. W. R. & N. Company; thence Southwesterly along said right of way line to a point which bears South 50° 52' 30" East from the point of beginning; thence North 50° 52' 30" West to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 1.28 acres, of which 0.18 acre lies within the existing right of way, title to which hereby is acknowledged to be in the public, and 1.10 acres lie outside of the existing right of way.

lw/

RECEIVED
[illegible] 1961
FOR FILING

January 31, 1961.

Mr. Merle E. Lietzke, Chief,
Real Estate Division,
U. S. Army Corps of Engineers,
628 Pittock Block,
Portland, 5, Oregon.

Dear Merle:

The State Highway Department representatives have been in to talk with the Court a couple of times in the past thirty days about the possibility of moving the State Highway Engineering, Police and Maintenance on to a portion of the Seufert grounds near the toll bridge. This portion of the Seufert grounds has not been turned over to the county yet we know, of course. However, the Court's feeling on this even though we have hopes of getting this land turned over to us in the future, would be very much in favor of the State Highway Department putting in such an installation on that portion of the Seufert grounds in order to furnish us with police protection and increase the population in that vicinity.

We feel that by having this area more populated with the State Highway and Police activities on that end and the Army Engineers and Dam activities on the upper end will be of great help to Wasco County in further development of this Seufert Parks recreation area.

Very truly yours,

James A. Hunt,
Wasco County Judge.

JAH:mw

cc: State Highway Dept.

RECEIVED
FEB - 1 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
ROBERT COOPER

RECEIVED
MAR 7 1961
FOR FILING

FORM [illegible] 26118

31-2413
6134

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 25, 1961
Salem, Oregon

SUBJECT: The Dalles Maintenance Building Site, West of The Dalles Dam

To: P. M. Stephenson
Assistant State Highway Engineer
BUILDING

I am enclosing herewith the complete file on the proposed The Dalles Maintenance Building site located on Army Engineer's property between The Dalles Bridge and The Dalles Dam.

I recommend that this data be forwarded to the construction department and descriptions prepared for a lease agreement with the Army Engineers for 15 acres of the property shown on the map as Parcel #1. Also, descriptions should be prepared for Parcel #2, which is needed for the road southerly of the site. Mr. L. M. Stratton has also shown a description for Parcel #3 in case we are requested to take that property also.

As soon as the descriptions are prepared, contact should be made with the Army Engineers in Portland and the county court at The Dalles in order that an agreement may be drawn up agreeable with all parties.

E. F. Chidsey
Assistant Maintenance Engineer

EFC:wg
encl.
cc: Dean Swift
J. S. Sawyer

NOTED
P. M. [illegible]

34-1615 Traffic Signals at Tualatin 1962
Valley Hwy. & Walker Rd., N.E.
#6105 of Beaverton

RECEIVED
OCT 26 1962
FOR FILING

6105

October 26, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On October ~~10~~ 3, 1962, you were notified of the release of final payment on contract #6105, awarded to W. R. Grasle Co., for traffic signal installation on Walker Road on the Tualatin Valley Highway in Washington County.

Final payment on this contract is $751.49 and the total contract amount is $7,157.00. No work was performed under force account.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - W. R. Grasle Co.
437 NW 16th Ave.
Portland 9, Oregon

RECEIVED
OCT 4 1962
FOR FILING

[illegible]

6105

October 2, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 21, 1962 on Contract 6105. The contract was with the W. R. Grasle Company and was a traffic signal installation on Walker Road on the Tualatin Valley Highway in Washington County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 21, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
P. M. Stephenson
V. D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison

PMS:er

Surety letter written
10-3-62

RECEIVED
OCT 4 1962
FOR FILING

[illegible]

6105

October 2, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 21, 1962 on Contract 6105. The contract was with the W. R. Grasle Company and was a traffic signal installation on Walker Road on the Tualatin Valley Highway in Washington County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 21, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
P. M. Stephenson
V. D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison

PMS:er

Surety letter written
10-3-62

RECEIVED
JUL 24 1962
FOR FILING

[illegible]

6105

D Cook
~~NOTED
FLOYD QUERY~~

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1962

SUBJECT:

To: Mr. D. D. Parkes
Contract Payments

OFFICE

W. R. Grasle Company began work on the Walker Road Traffic Signal installation on the Tualatin Valley Highway, Washington County, Contract No. 6105, on July 18, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
MAY 28 1962

FORM E-123
FOR FILING

34 [illegible]

6105

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

W. R. Grasle Company
437 N. W. 10th Avenue
Portland 9, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6105 for the following project:

Traffic signals at Tualatin Valley Highway and Walker Road in Washington County.

This award was based on your bid of $7,157.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)
Mr. I. D. Merchant

FORM E-30X 30M 7-60 29396

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
March 12, 1962

SUBJECT: Request to Prepare Plans
Traffic Signal Installation
Tualatin Valley Hwy. at Walker Rd.

Agenda Item 3-g(2)

To:

L. E. George
Traffic Operations Engineer
OFFICE

The State Highway Commission at its meeting of March 2 approved the installation of fully actuated signals at the intersection of the Tualatin Valley Highway and Walker Road between Beaverton and West Slope. This signal installation is to be financed from the 1962 Minor Betterment Funds for Traffic Signal Projects To Be Selected.

Inasmuch as this is rural, the total cost will be borne by the Department as will the maintenance and consumption of electrical energy. It will not be necessary to prepare an agreement for this installation. Will you immediately proceed with the preparation of plans and specifications looking to letting this to contract at an early date.

Will you also advise Mr. Merchant and Mr. Young when you plan to have this ready for contract letting.

F. B. Crandall
Traffic Engineer

JAH:tm
cc: Tom Edwards ✓
I. A. DeFrance
C. H. Maison
L. H. Young
Ivan Merchant
A. E. Johnson
B. P. Huntley

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
February, 1962

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Tualatin Valley Hwy. at Walker Road
ORE8 - Hwy. No. 20 - M.P. 2.24

Recommendation:

As a result of this investigation, it is recommended that a two-phase fully-actuated traffic signal be installed at the intersection of the Tualatin Valley Highway and Walker Road between West Slope and Beaverton. The installation is estimated to cost $9,000.

Historical Background:

This intersection has been the subject of a number of requests for the installation of traffic signals during the past seven years. A flashing beacon was installed at the intersection on March 2, 1959.

This investigation and report is in response to separate requests from the following residents of the Walker Road area:

Mr. Harold Phillips - 3400 SW 100th Avenue, Portland, Oregon
Mr. Herbert Bodner - 3360 SW 100th Avenue, Portland, Oregon
Mr. George Schantin - 3425 SW 100th Avenue, Portland, Oregon

Investigation:

The point investigated is a three-way intersection, with Walker Road entering the Tualatin Valley Highway from the north. The designated speed on the Tualatin Valley Highway is, at this point, 35 MPH. Those vehicles entering the intersection from Walker Road are required to stop. Sight distance from the stop line to the east is somewhat restricted by a vertical curve. As is mentioned above, there is a flashing beacon at the intersection at the present time.

A 16-hour vehicle and pedestrian count was taken at the intersection on Wednesday and Thursday, January 31 and February 1, 1962. The computed 24-hour total volume entering the intersection was 13,526 vehicles. A total of 1,008 vehicles, or seven percent of all those entering entered from Walker Road. During the 16-hour period of count only two pedestrians crossed the Tualatin Valley Highway at this point.

During the period from January 1, 1956 to November 30, 1961, there were 26 reported accidents at this intersection. Five persons were injured and there were no fatalities. Five of the accidents were of a type that might have been prevented by traffic signals. Thirteen of the 26 reported accidents were rear-end collisions.

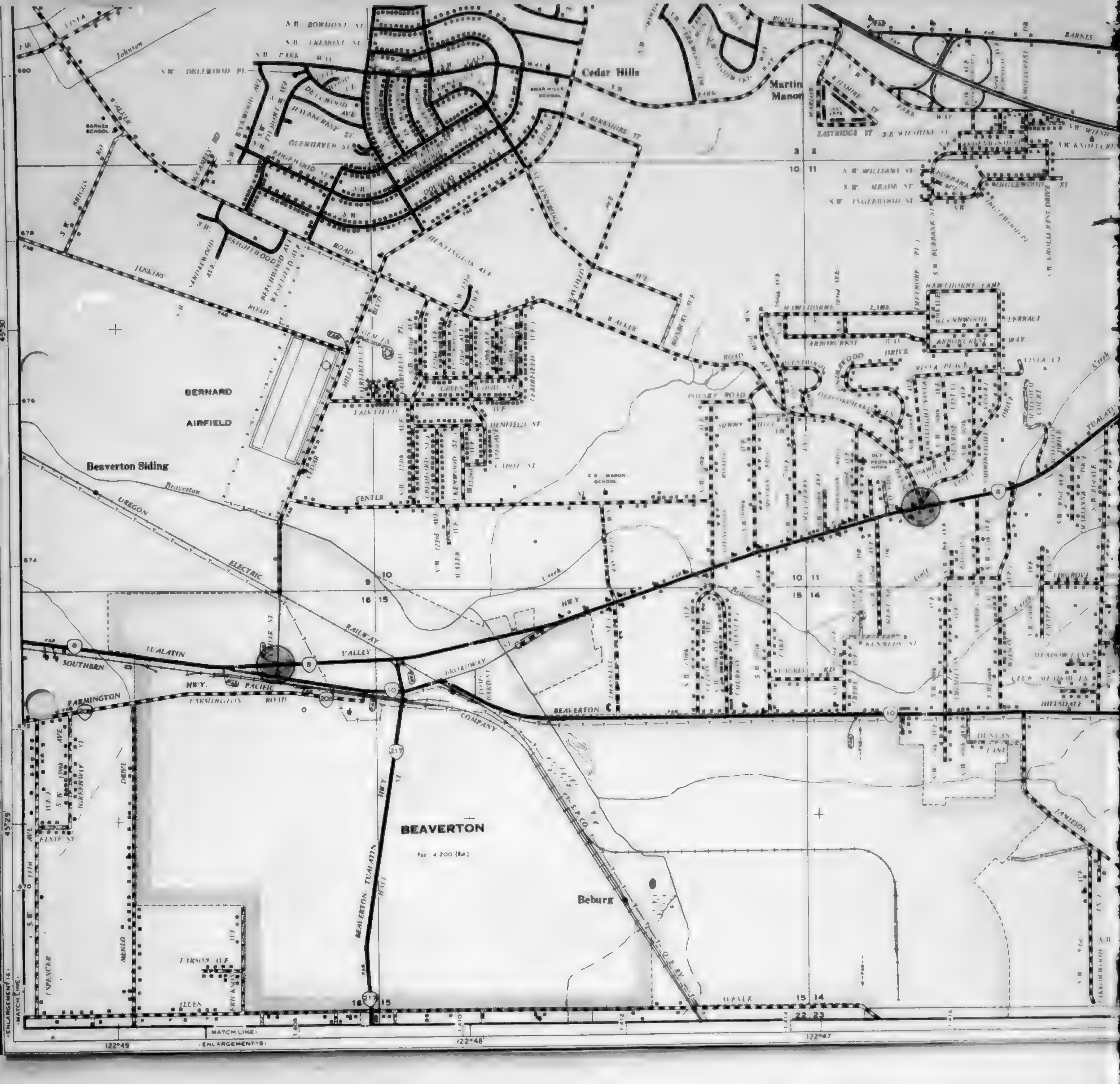
The following table compares conditions at this intersection with the standard warrants for the installation of traffic signals.

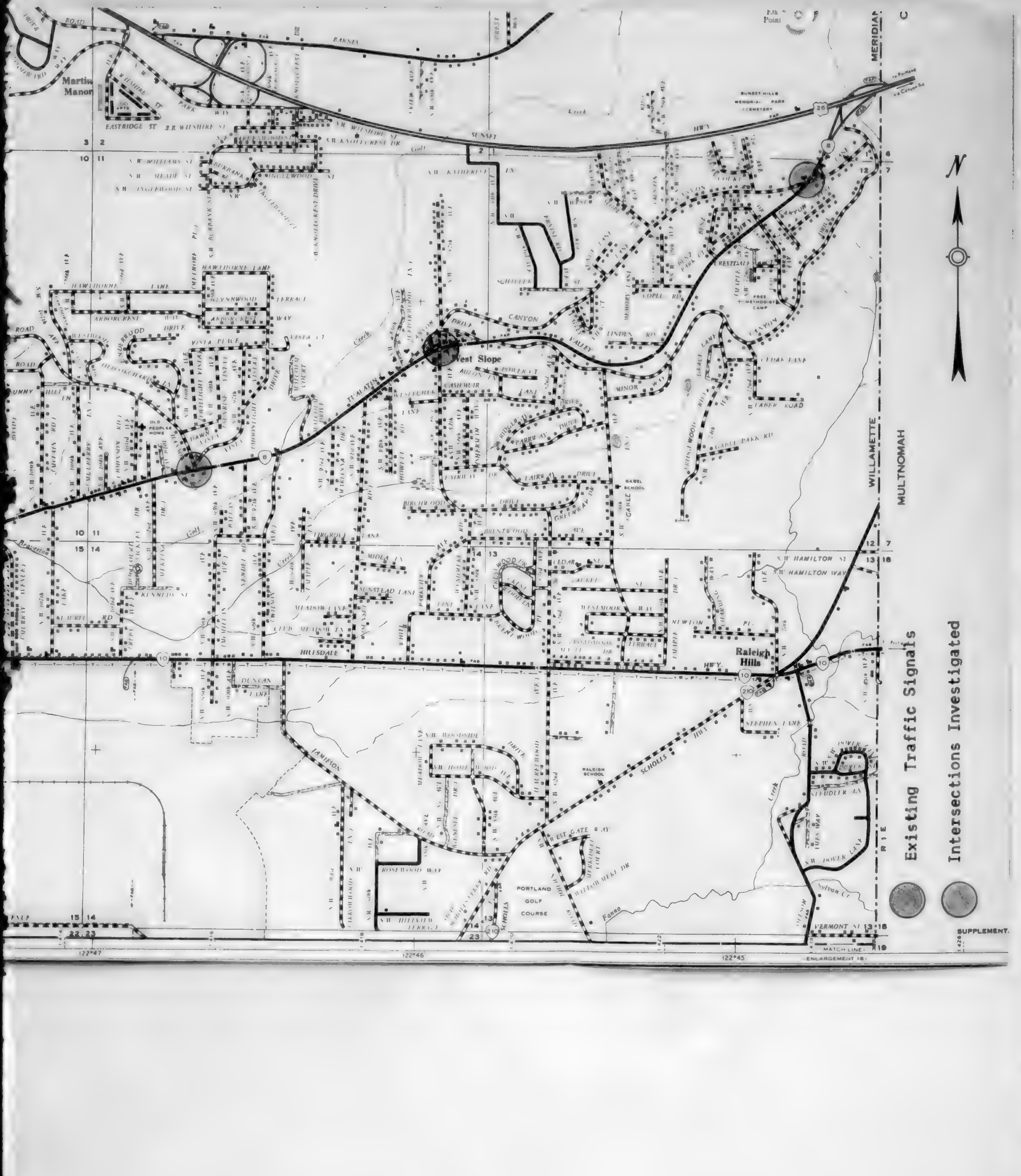
Warrant	Intersection Investigated	Minimum Warrant
Minimum Vehicular Volume:		
Ave. Hourly Major St. Volume (Both Approaches) Max. 8 Hrs.	1,010	600
Ave. Hourly Minor St. Volume (Highest Vol. Approach)(Max. 8 Hrs.)	66	150
Interruption of Continuous Traffic:		
Ave. Hourly Major St. Volume (Both Approaches) Max. 8 Hrs.	1,010	900
Ave. Hourly Minor St. Volume (Highest Volume Approach)(Max. 8 Hrs.)	66	75
Minimum Pedestrian Volume:		
Ave. Hourly Major St. Volume (Both Approaches) Max. 8 Hrs.	1,010	600
Ave. Hourly Pedestrian Volume (Highest Vol. Crosswalk) Max. 8 Hrs.	1	150
Accident Experience		
Preventable Accidents (Last 12 Mos.)	0	5

Conditions at this location are such that they fall midway between urban and rural conditions. The minimum warrant values quoted in the table are for urban conditions and the rural requirements are 70% of those quoted.

Based upon the results of theinvestigation, it appears that there is a marginal warrant for the installation of traffic signals at this intersection. It is recommended that fully-actuated signals be installed at an estimated cost of $9,000.

VPJ:pk

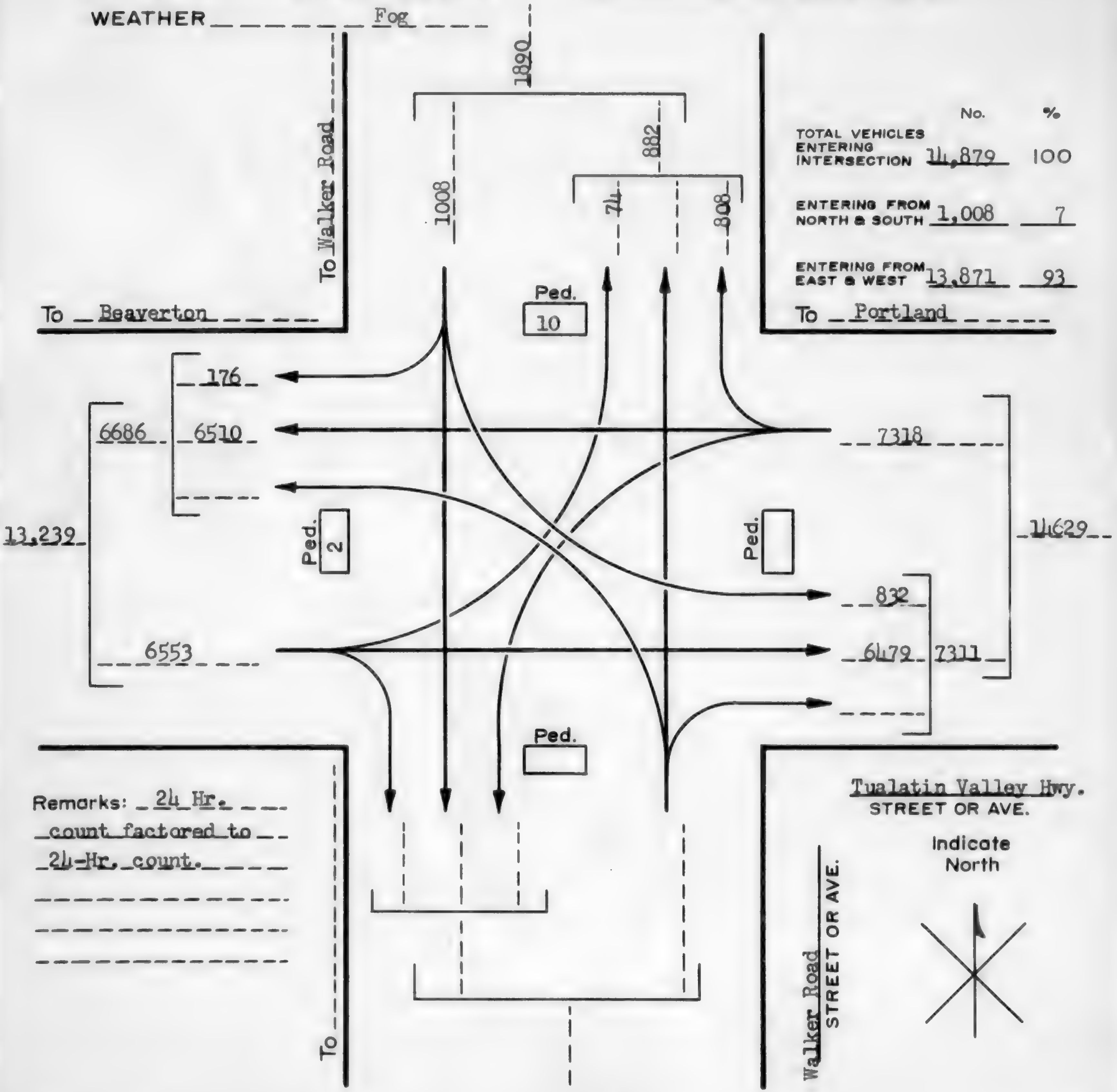

Cedar Hills
Martin Manor
Cedar Hills School
Barnes School
S.W. Park Way
Eastridge St
S.W. Wilshire St
S.W. Williams St
S.W. Meade St
S.W. Ingelwood St
Hawthorne Lane
Arborcrest Way
Vista Place
Jenkins Road
Walker Road
Huntington Ave
Center St
BERNARD AIRFIELD
Beaverton Siding
OREGON ELECTRIC RAILWAY
SOUTHERN PACIFIC COMPANY
TUALATIN VALLEY HWY
Broadway
Farmington Road
Beaverton Hillsdale
Allen
C.E. Mason School
Beaverton Creek
Tualatin
Jamieson
Meadow Lane
Duncan Lane
S.P. CO.
BEAVERTON
Pop 4,200 (Est)
Beaverton Tualatin Hwy
Beburg
217
208
10
8
45°30
45°29
122°49
122°48
122°47
MATCH LINE
ENLARGEMENT 18
ENLARGEMENT 16

Martin Manor
West Slope
Raleigh Hills
Sunset Hills Memorial Park Cemetery
Free Methodist Camp
Old Peoples Home
Gabel School
Raleigh School
Portland Golf Course
Canyon
Tualatin Valley
Hillsdale Hwy.
Scholls
Beaverton Hillsdale
Meridian
Willamette
Multnomah
R 1 E
N
Existing Traffic Signals
Intersections Investigated
Supplement
Match Line
Enlargement 18
122°47
122°46
122°45

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE Jan. 31 - Feb. 1 - 1962
DAY OF WEEK Wed. & Thurs.
ACTUAL COUNT (VEH.) 8 HRS.
HOURS COUNTED 6 a.m. to 10 p.m.
PEDESTRIAN COUNT 8 HRS.
HOURS COUNTED 6 a.m. to 10 p.m.
WEATHER Fog

CITY OF Beaverton
INTERSECTION OF Tualatin Valley Hwy.
AND Walker Road
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	14,879	100
ENTERING FROM NORTH & SOUTH	1,008	7
ENTERING FROM EAST & WEST	13,871	93

Remarks: 24 Hr. count factored to 24-Hr. count.

Form E-46—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date January 31, - February 1, 1962

Day of week Wednesday - Thursday

Hours counted

Weather

Classification All Vehicles

	TIME	SUMMARY BY MOVEMENTS																
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00– 7:00	11	7					120	202					340	11	3	329	97
	7:00– 8:00	56	14	6	3			221	778					1078	62	6	1016	94
	8:00– 9:00	83	34	9	5			330	462					923	92	10	831	90
	9:00–10:00	50	31	3	3			263	289					639	53	8	586	92
	10:00–11:00	24	39	10	3			284	322					682	34	5	648	95
	11:00–12:00	101	44	8	4			340	369					866	109	13	757	87
P. M.	12:00– 1:00	53	41	5	4			386	313					802	58	7	744	93
	1:00– 2:00	26	52	7	10			380	377					852	33	4	819	96
	2:00– 3:00	43	67	12	5			404	380					911	55	6	856	94
	3:00– 4:00	79	69	11	5			434	462					1060	90	8	970	92
	4:00– 5:00	72	97	22	8			754	497					1450	94	6	1356	94
	5:00– 6:00	28	99	24				827	439					1417	52	4	1365	96
	6:00– 7:00	33	66	14	5			423	377					918	47	5	871	95
	7:00– 8:00	54	31	14	7			279	286					671	68	10	603	90
	8:00– 9:00	17	23	11	1			206	185					443	28	6	415	94
	9:00–10:00	26	21	4	4			267	152					474	30	6	444	94
	10:00–11:00																	
	11:00–12:00																	
A. M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total		832	808	176	74			6510	6479					14,879	1008	7	13,871	93
16-Hour total		756	735	160	67			5918	5890					13,526	916	7	12,610	93
....-Hour total																		
Control																		
Factor																		

Tabulate

Compute

Walker Road XX is North and South

Checked

Tualatin Valley Hwy. XX is East and West

Checked

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Beaverton
Intersection Tualatin Valley Hwy. & Walker Road
Station number
Code number

Classification All Vehicles

ast to uth	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	SUMMARY BY LEGS East	SUMMARY BY LEGS West	SUMMARY BY LEGS South	PEDESTRIANS USING CROSSWALKS North	PEDESTRIANS USING CROSSWALKS East	PEDESTRIANS USING CROSSWALKS West	PEDESTRIANS USING CROSSWALKS South
				340	11	3	329	97								
				1078	62	6	1016	94								
				923	92	10	831	90								
				639	53	8	586	92								
				682	34	5	648	95								
				866	109	13	757	87								
				802	58	7	744	93					2			
				852	33	4	819	96					2			
				911	55	6	856	94					1		2	
				1060	90	8	970	92					1			
				1450	94	6	1356	94					2			
				1417	52	4	1365	96					2			
				918	47	5	871	95								
				671	68	10	603	90								
				443	28	6	415	94								
				474	30	6	444	94								
				14,879	1008	7	13,871	93	1890	14,629	13,239					
				13,526	916	7	12,610	93	1718	13,299	12,035		10		2	

South

West

Tabulated by

Computed by

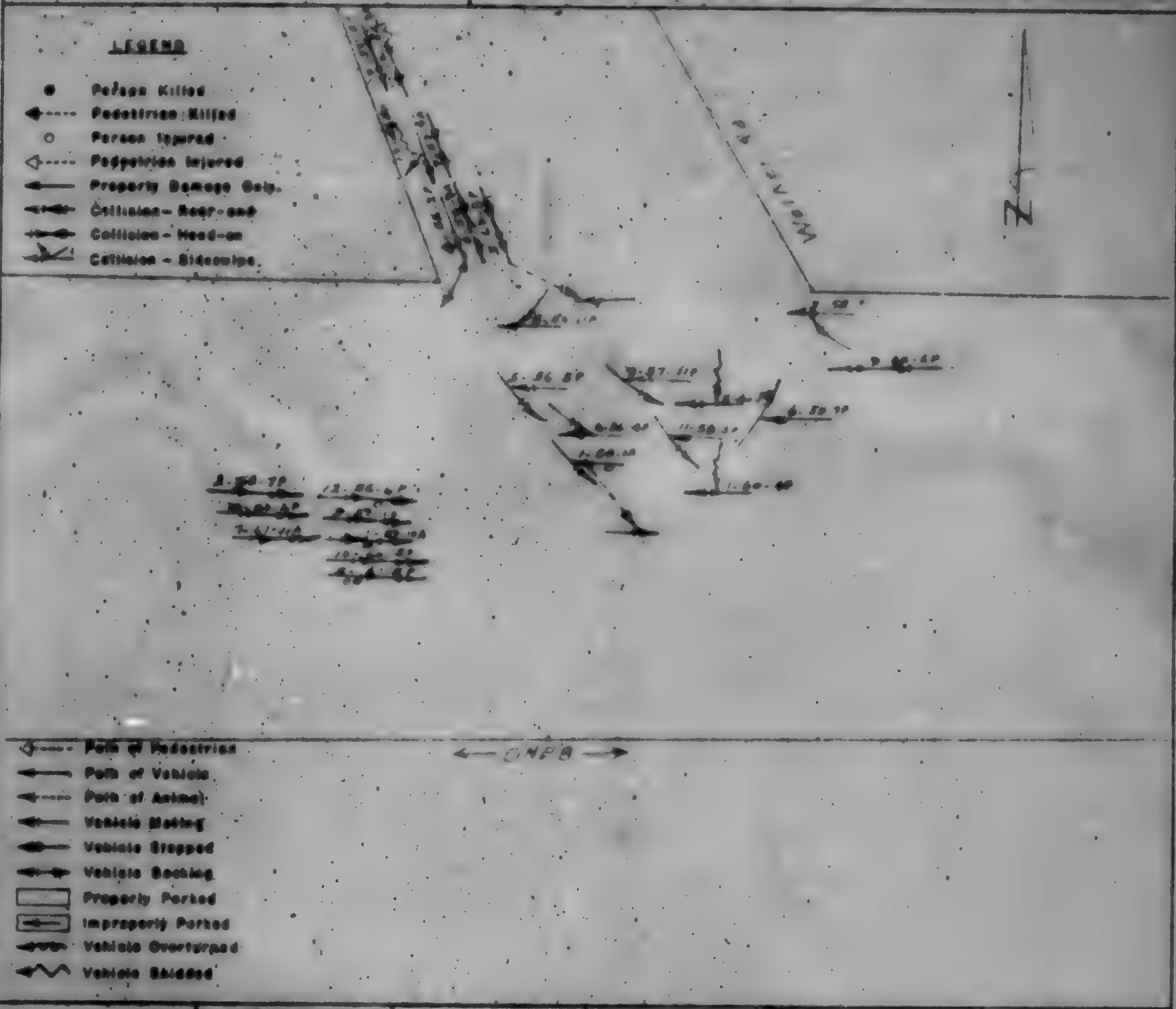
Checked by

Checked by

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of ______ County Washington
Intersection of Tualatin Valley Hwy and Walker Rd
Highway Number 29 (ORE 8) M.P 22.4
Period Covered 1-1-56 to 11-30-61
Compiled by KS Drawn by ______ Date 1-19-62



Collision Type	1956-1957				1958-1959				1960				11 mos 1961				Total			
	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle											2	2							2	2
Head-on																				
Rear-end		1	2	3		1	4	5			3	3		1	1	2		3	10	13
Sideswipe			1	1															1	1
Turning Movement			4	4		2	2	4										2	6	8
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing			1	1			1	1											2	2
Misc																				
TOTAL		1	8	9		3	7	10	-	-	5	5	-	1	1	2	-	5	21	26

RECEIVED
FEB 26 1962

February 20, 1962

Oregon State Highway Commission

Gentlemen:

We have received requests from a number of local residents for the installation of traffic signals at the intersection of the Tualatin Valley Highway and Walker Road between West Slope and Beaverton.

Investigation discloses that there is a marginal warrant for the installation of signals at this intersection. Because of the extremely high volumes on the Tualatin Valley Highway, side-road traffic experiences a great deal of difficulty in entering the highway.

It is recommended that fully actuated traffic signals be installed at the intersection at an estimated cost of $9,000. Sufficient funds have been provided in the 1962 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover the cost of the work.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc C. H. Maison
F. B. Crandall
A. E. Johnson
D. L. Peterson

VPJ:pk fn

RECEIVED
JAN 19 1959
FOR FILING

Maint
Traffic
Lights
Gen.

January 15, 1959

Oregon State Highway Commission

Gentlemen:

We have received requests from Mr. M. M. Weinstein, Manager of the Northwest Sales Company, and Mr. R. D. Pollock of the American Linen Supply Company for the installation of traffic signals at the intersection of the Tualatin Valley Highway and Walker Road east of Beaverton. This matter has been investigated by the Traffic Engineer.

This is a three-way intersection a short distance east of Beaverton. The indicated speed on the Tualatin Valley Highway, which is a four-lane highway at this point, is 45 miles per hour. Sight distance from the normal stopping position on Walker Road is more than adequate to the west but is somewhat restricted to the east.

Traffic counts taken at this intersection during the month of December 1958 revealed that during a 24-hour period 13,455 vehicles entered the intersection, with 934, or 7 percent, of all those entering, entering from Walker Road. During a 16-hour period 18 pedestrians crossed the Tualatin Valley Highway at the intersection.

During the period from January 1, 1953 to October 31, 1958 there were 16 reported accidents at this intersection. Two persons were injured and there were no fatalities. Four of the accidents were of a type that might have been prevented by traffic signals. Speed checks revealed that the 45-mile-per-hour speed zone in this section is obtaining reasonable observance.

The investigation reveals that traffic conditions at this intersection do not meet the standard warrants for the installation of traffic signals; therefore, it is recommended that the request for traffic signals be denied. It is believed that because of the restricted sight distance by reason of a vertical curve on the Tualatin Valley Highway to the east of the intersection, the intersection constitutes a surprise element to westbound drivers. To better mark the intersection it is recommended that a flashing beacon be installed at an estimated cost of $700. Sufficient funds have been provided in the 1939 Minor Betterment Budget for traffic signal projects to be selected to cover the cost of the work.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:kg:ae

cc to: Mr. F. B. Crandall
Mr. C. H. Maison

135-1026 Clarno-Porcupine Butte Sec., 1962
Shaniko-Fossil Hwy.
#6106

RECEIVED
OCT 24 1962
FOR FILING

6106

Salem, Oregon
October 24, 1962

Contract No. 6106
Access Construction, Oregon Ltd.

Mr. L. I. Lindas
Chief Counsel

The attached Notice of Garnishment and Writ of Attachment was served in this office at 9:52 a.m., today.

These documents lists the Industrial Supply Company, plaintiff, and Access Construction, Oregon Ltd., defendants, and shows the sum of $37,138.06 due upon Contract No. 6106.

The description of this contract is as follows:

Contract No. 6106, Access Construction, Oregon Ltd., grading, Clarno-Porcupine Butte Section, Shaniko-Fossil Secondary Highway, Wheeler County.

Surety: Central Surety & Insurance Corporation

Agent: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Contract Completed: August 31, 1962

Contract Accepted: September 24, 1962

For your information, we have contacted our Accounting Division and they inform us that the semi-final payment (Estimate No. 4) in the amount of $11,888.48 was mailed to the contractor on October 19, 1962. The final payment in the amount of $1,019.50 was mailed on the same date.

Will you please make the necessary acknowledgment of these documents.

Floyd Query, Secretary

cc Mr. C. H. Maison

NOTED ON CARD
fkn
10-24-62

Att.

CWH:fkn

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 7, 1962

Section Clarno- Porcupine Butte

Kind of work Grading

Highway Shaniko- Fossil County Wheeler

Section prefix 135-1026

Contractor Access Const. Co., Ore. Ltd.

Contract number 6106

Date of contract 5/25, 1962

Specified work days 55

Date work started 6/1, 1962

Work days used 52

Project authorization $78,349.50

Exclusive of engineering $72,777.98

Per cent of time elapsed Job Done %

Estimated cost of completed project, exclusive of engineering $83,000

Estimated per cent overrun or underrun + 6 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $5571.52

Engineering cost to date $3675, 66 %

Contract
Date project was completed Aug. 31, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		100				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

No work on this project this week.
The Detail map and survey notes were sent to Division office this week.

NOTE:
R.L PORTER

CONSTRUCTION DIVISION
RECEIVED
OCT 8 1962
NOTED- ☒ CE ☐ ACE ☐ ACE ☑ ☐ COE

Signed

Address Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons Contract portion of job complete

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Fair		
Saturday			

RECEIVED
OCT 1 1962
FOR FILING

[illegible]

6106

September 28, 1962

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 41
Missouri

Gentlemen:

On September 25, 1962, you were notified of the release of final payment on contract #6106, awarded to Access Const. Oreg. Ltd., for grading the Clarno-Porcupine Butte Section of the Shaniko-Fossil Secondary Highway in Wheeler County.

Final payment on this contract is $1,019.50 and the total contract amount is $33,983.30 and no work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Surety & Insurance Corp.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Access Const. Oreg. Ltd.,
P. O. Box 483
Roseburg
Oregon

RECEIVED
SEP 25 1962
FOR FILING

6106

September 24, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 31 on Contract 6106. The contract was with Access Construction Oregon Ltd. and was for grading on the Clarno-Porcupine Butte Section of the Shaniko-Fossil Highway in Wheeler County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 24, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw hlb

Surety Letter Written
9-25-62

RECEIVED
SEP 24 1962
FOR FILING

[illegible]

6106

Salem, Oregon
September 21, 1962

Acceptance of Contract

Mr. R. L. Porter
Assistant Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6106 with [illegible] Construction Corp. Ltd., for grading on the Clarno-Porcupine Butte Section of the Shaniko-Fossil Highway in Wheeler County, completed August 31, 1962.

L. H. Young
Office Engineer

LHY:mb

cc: Floyd Query
C. H. Nelson
F. D. Morgan

RECEIVED
MAY 28 1962
FORM 8-129
FOR FILING

[illegible]

6106

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Access Construction, Oregon Ltd.
P. O. Box 483
Roseburg, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6106 for the following project:

Grading on Clarno-Porcupine Butte Section of
the Shaniko-Fossil Highway in Wheeler County.

This award was based on your bid of $30,255.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

RECEIVED
23 1962
FOR FILING

Salem, Oregon
May 21, 1962

Mr. I. A. DeFrance
Maintenance Engineer

Clarno-Porcupine Butte
Shaniko-Fossil Secondary

I have a copy of Mr. Parson's letter of May 17 summarising the work outlined on the Clarno Section. I have two comments to make:

First, I believe we should attempt to grade the entire seven miles by springing the project authorization as necessary, possibly to the detriment of Item 4.

Second, with respect to Item 4, the 6-inch bar run gravel item is one which he pulled out of his head from just a basic look. I would suggest that you consider, after soils analysis, the possibility of a talus base, grid rolled, with a skinny lift of screen gravel on it. This might reduce your costs considerably.

Tom Edwards
Assistant State Highway Engineer

TE:jw

cc Forrest Cooper
G. S. Paxson
F. D. Morgan
A. F. Parson
C. D. Cannon
L. C. Smitton
Jonas Hammack

FORM E-30 80M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 17, 1962

SUBJECT: Clarno-Porcupine Butte
Shaniko-Fossil Secondary

To:

Mr. Tom Edwards
Assistant State Highway Engineer
Salem

This letter is to confirm our conversation and to acquaint people concerned with final plans for the subject project.

We are to perform work as follows:

1. Add the 3000 yards of 3/4-0 rock crushed under contract being let May 23. This to be from M.P. 39.56 to 42.64. OK OK
2. Prime and oil with 0-7 specification. This, 20 feet wide for 3.08 miles. Total estimated cost for the rock and oil for 3.08 miles - $22,500.
3. Grade and selected base from M.P. 26.16 to M.P. 33.16. Grading to start at M.P. 33.16 and work backwards until money runs out. $66,000 set up for this work. Grade to 30 feet wide.
4. Place 6 inches bar run gravel on graded section. Estimated cost $35,000.
5. Place 3/4-0 screened gravel from bar leveling course if any monies left.

Inasmuch as the three miles of oiling is estimated at $7,500 more than you had figured, I would recommend that the grading money be cut and we do only what money allows up to $60,000. On this basis we would spend:

M.P. 26.16 - 33.16	$60,000	grading and select topping
M.P. 26.16 - 33.16	$35,000	bar run base rock
M.P. 39.56 - 42.64	$22,500	leveling course and oil
M.P. 26.16 - 33.16	$ 5,500	right of way, move power lines and fences, etc.
Total	$123,000	

In addition we are to get a rock production job for oiling the graded section next year. We could probably make enough rock to oil the section over the hill at the same time. This would make a better job for crushing contractor which would give us cheaper rock.

NOTED
TOM EDWARDS

Buck - Suppose you work this [illegible]
44.96 to 110

The hill section M.P. 33.16 to M.P. 39.56 is to be checked for width and depth of base necessary. This to be done for estimating purposes for a future project.

A. F. Parson
Division Engineer

AFP:dj

cc: F. D. Morgan
I. A. DeFrance
C. D. Cannon
L. C. Smitton
Jonas Hammack

RECEIVED
MAY 21 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 19 1962
FORM E-80X 50M 7-59 22128

FOR FILING
[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 9, 1962

SUBJECT: Clarno-Porcupine Butte
Shaniko-Fossil Highway

To:

Mr. F. D. Morgan
Construction Engineer
Salem

We still have one parcel on the subject project for which we have not been able to get the farmers to sign the option. Until we obtain this option, of course, we cannot proceed with this job.

Due to the uncertainty of our state construction monies, it is my recommendation that this project be postponed until we award the two overlay jobs which we have now, the Ukiah and the Burns-Crane overlays, and until we complete the Anthony Lakes construction.

We are obligated to do the Anthony Lakes job, inasmuch as the Governor promised the people of Baker we would do this job this summer. We may find that the job cannot be accomplished with the funds we have at the present set up, which would mean that the funds would have to come from the Clarno job. The Clarno job can be done this fall just as well, provided we have enough money left. Otherwise it can be rescheduled for next year.

A. F. Parson
Division Engineer

AFP:dj

cc: Tom Edwards
I. A. DeFrance

NOTED
TOM EDWARDS

RECEIVED
MAR 1 [illegible] 1962
OREGON
STATE HIGHWAY COMMISSION

FORM 9-129-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5-196

March 8, 1962

Fossil Telephone Company
Fossil, Oregon

Attention: Mr. Clarence Asher

Re: Preliminary Plan
Clarno-Porcupine Butte Section
Shaniko-Fossil Highway
Wheeler County

Gentlemen:

Enclosed is a preliminary print of the plan of this section of the Shaniko-Fossil Highway in Wheeler County. Our present tentative schedule calls for the opening of bids on this project on April 11, 1962.

It is the obligation of the State to reimburse the company for the cost of adjusting its facilities located on private property. If you have such facilities, please prepare an estimate and sketch map in accordance with PPM 30-4. This estimate and sketch map should be retained by you until the reduced construction plans are received and checked for differences. It should be submitted to the Construction Engineer when requested by our Legal Division.

Very truly yours,

F. D. Morgan
Construction Engineer

By G L Decker
G. L. Decker
Field Construction Engineer

enc.

FWS:bjh

cc: G. S. Paxson
A. F. Parson

FORM [illegible] 8-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 8, 1962

Columbia Power Cooperative Association
Monument, Oregon

Attention: Mr. Ben M. Spain

Re: Preliminary Plan
Clarno-Porcupine Butte Section
Shaniko-Fossil Highway
Wheeler County

Gentlemen:

Enclosed is a preliminary print of the plan of this section of the Shaniko-Fossil Highway in Wheeler County. Our present tentative schedule calls for the opening of bids on this project on April 11, 1962.

It is the obligation of the State to reimburse the company for the cost of adjusting its facilities located on private property. If you have such facilities, please prepare an estimate and sketch map in accordance with PPM 30-4. This estimate and sketch map should be retained by you until the reduced construction plans are received and checked for differences. It should be submitted to the Construction Engineer when requested by our Legal Division.

Very truly yours,

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

FWS:bjh
enc.

cc: G. S. Paxson
A. F. Parson

FORM B-122-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 8, 1962

Wasco Electric Cooperative, Inc.
P. O. Box 537
The Dalles, Oregon

Attention: Mr. Eric Johnson

Re: Preliminary Plan
Clarno-Porcupine Butte Section
Shaniko-Fossil Highway
Wheeler County

Gentlemen:

Enclosed is a preliminary print of the plan of this section of the Shaniko-Fossil Highway in Wheeler County. Our present tentative schedule calls for the opening of bids on this project on April 11, 1962.

It is the obligation of the State to reimburse the company for the cost of adjusting its facilities located on private property. If you have such facilities, please prepare an estimate and sketch map in accordance with PPM 30-4. This estimate and sketch map should be retained by you until the reduced construction plans are received and checked for differences. It should be submitted to the Construction Engineer when requested by our Legal Division.

Very truly yours,

F. D. Morgan
Construction Engineer

By G L Decker
G. L. Decker
Field Construction Engineer

FWS:bjh
enc.

cc: G. S. Paxson
A. F. Parson

135-1026

6106

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 14, 1961

SUBJECT: Special Provisions
John Day River-Porcupine Butte
Shaniko-Fossil Highway

WHEELER Co.

To: TO HALL 12-18-61

Mr. F. B. Morgan
Construction Engineer
Salem

L

Herewith four copies of Special Provisions and typical section for the subject project.

This is written up as an equipment rental project for grade widening. State to furnish certain items. The project is approved in 1962 Budget as State Construction, total $80,000.

The estimated cost of grading work and State furnished items is approximately $40,000. The balance of $40,000 is to be used in the placing of an oil mat and/or binder course from John Day River to Fossil. Crushed material for this oiling job will be placed in stockpile during 1962 crushing season.

Alignment map and profile showing where we intend to shave inside of some of the curves will be forthcoming in the next few days.

There will be some additional right of way needed. The plans are to negotiate the cost per acre from the property owners at the present time; total amount of acreage used to be measured and paid for after the job is done. Right of Way Department is negotiating these agreements at the present time.

It is proposed to have Mr. Walter Hall, from Division 4, supervise this project; no engineering to be done. It is all to be done as an "eye-ball" job.

A. F. Parson
Division Engineer

AFP:gb

NOTED
BEN GIFF...

cc Mr. L. A. DeFrance
Mr. Dean Swift

REFERRED TO
Pease
By Asst. Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
DEC 18 1961
NOTED- ☒ ☒ ☒ ☐ ☐
CE ACE ACE CCE

NOTED
TOM EDWARDS

RECEIVED
OCT 16 1961
FOR FILING

NOTED
W. C. WILLIAMS

9-29-61

LOCATION PROSPECTUS
CLARNO-PORCUPINE BUTTE SECTION
SHANIKO-FOSSIL HIGHWAY
WHEELER COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Shaniko-Fossil Highway, which is a State Secondary facility on the Federal Aid Secondary System. This portion of highway is not on the throughway system. The westerly end is at the east end of the bridge over the John Day River at Clarno, M.P. 23.10. The easterly end is at M.P. 33.16, which mile point is the westerly end of Project S-295-2. The overall length is 10.06 miles.

This will be a location survey to prepare plans, specifications, and estimates for widening and improving existing alignment on an equipment rental basis, and acquisition of necessary right of way.

The general route follows the existing facility with minor changes in curvature and grade. No reconnaissance has been made and a reconnaissance will not be necessary. Soils investigations will be conducted and there are no special drainage problems. There is no need for an economic analysis at this time.

The existing 1960 ADT is 30 and the projected 1980 ADT is 60. Traffic and terrain warrant a Class "E" highway with a maximum grade and curvature to be determined by survey. This will be a two-lane highway with a typical section consisting of two 10-foot travel lanes with 2-foot shoulders. Deviations from State and Federal standards are anticipated in the use of this 24-foot width.

The rise and fall and the central angle of the existing facility are not known. The rise and fall and central angle data of the proposed facility will be determined during the survey.

This will be a two-lane highway providing direct access unlimited as to location and unrestricted as to land use. There are no interchanges or railroad crossings or major stream crossings.

Material sources will be selected during the survey for use in selected topping and future surfacing projects.

There are no towns affected by the survey.

No agreements with Wheeler County will be necessary.

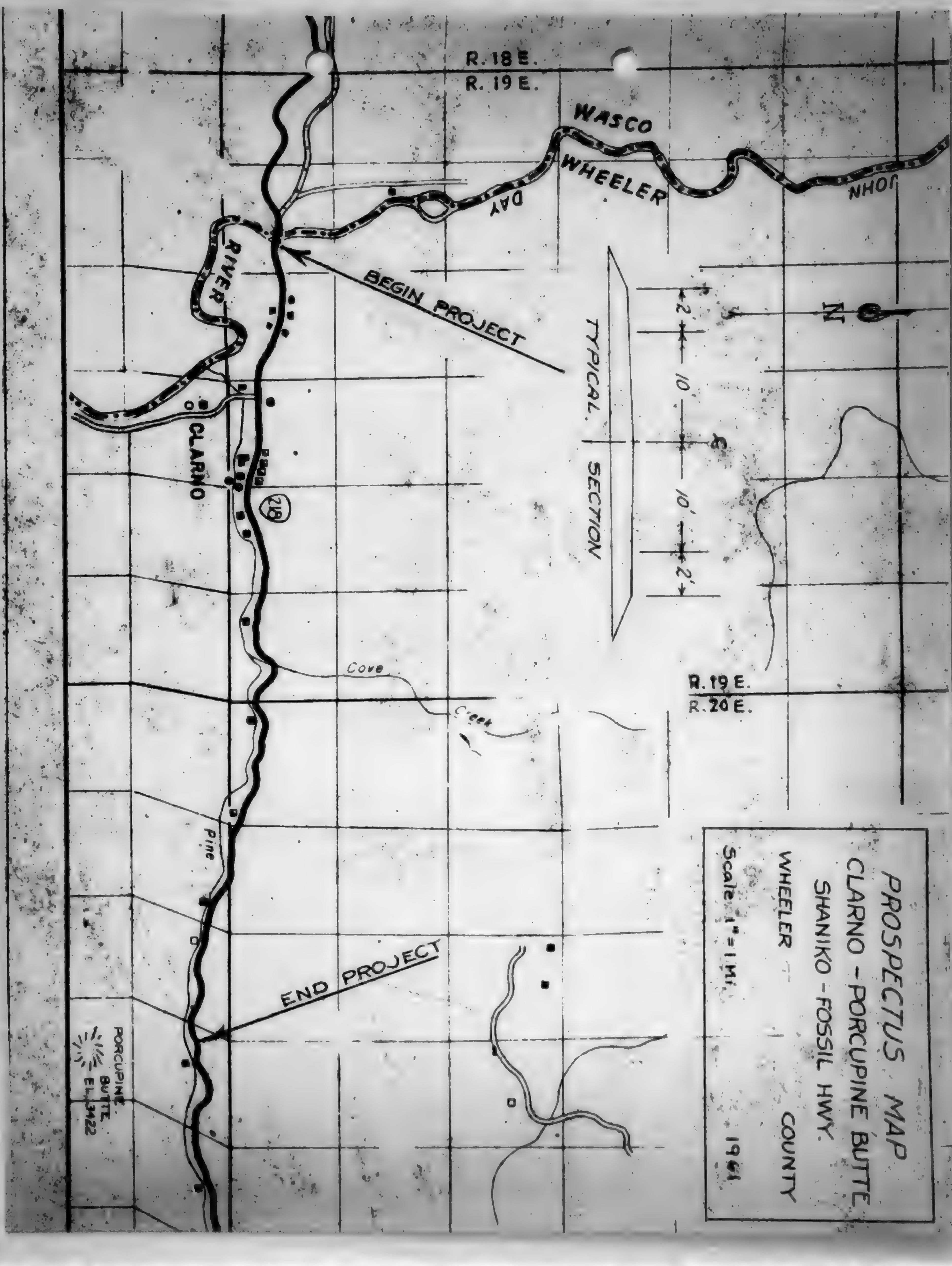
There are no roadside rest areas or State Parks affected by the project.

September 29, 1961

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
Walter T. Wright (2)

RECEIVED
OCT 5 1961
[illegible]
STATE HIGHWAY ENGINEER



PROSPECTUS MAP
CLARNO - PORCUPINE BUTTE
SHANIKO - FOSSIL HWY.
WHEELER COUNTY
Scale 1" = 1 Mi. 1961

335-1701 Spray (Main St.) Sec. of 1962
City St.
#6107

Sp. State Fair Show
Trend 147

RECEIVED
OCT 16 1962
FOR FILING

335-1701

6107

October 12, 1962

Fireman's Fund Insurance Co.,
3333 California Street
San Francisco
California

Gentlemen:

On September 11, 1962, you were notified of the release of final payment on contract #6107, awarded to Russell Olson Const. Co. Inc., for stone base-oiling Main Street in Spray, Wheeler County.

Final payment on this contract is $844.53 and the total contract amount is $9,769.60. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fireman's Fund Insurance Co.,
Lloyd's Inc.,
41 E. Alder
Walla Walla, Washington

cc: Russell Olson Const. Co. Inc.,
P. O. Box 272
Pendleton
Oregon

RECEIVED
SEP 11 1962
FOR FILING

[illegible]-1791

6107

September 10, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 1 on Contract 6107. The contract was with Russell Olson Construction Company, Inc., and was for stone base and oiling on the Spray (Main Street) City Street Section in Wheeler County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 7, 1962, and that you concur in this procedure at the Commission meeting on September 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw hlb

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 7, 1962

Section Spray (Main Street)

Kind of work Stone Base & Oil

Highway City Street County Wheeler

Section prefix 33[illegible]-[illegible]

Contractor Russell Olson Const. Co., Inc.

Contract number [illegible]

Date of contract May 25, 1962

Specified work days 50

Date work started August [illegible], 1962

Work days used 52

Project authorization . . . . . $13,[illegible]

Exclusive of engineering . . . . . $12,[illegible]

Per cent of time elapsed [illegible]%

Estimated cost of completed project, exclusive of engineering $11,635.55

Estimated per cent overrun or underrun 5.6%

Per cent of contract completed, based on estimated cost 100%

Engineering authorization . . . . $9[illegible].20

Engineering cost to date $1,171.39, [illegible].2%

Date project was completed Sept. 1, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished this project on Sept. 1, 1962.

Semi-Final [illegible] this [illegible].

Final Report.

CONSTRUCTION DIVISION
RECEIVED
SEP 10 1962

CB

NOTED M. N. JUVE

Signed Phil Preston by Miller

Address Box 31[illegible], Dayville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.20	.20		.20	
Miles partially completed					
Miles completed	.20	.20		.20	
Total estimated quantities (contract)	[illegible] hours	[illegible] cy		150 cy aggregate 20 ton asphalt	
Total quantities corrected to date	[illegible] hours	[illegible] cy		175 cy aggregate 20.37 ton asphalt	
Estimated quantities moved or placed to date	same as above	same as above		same as above	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 28 1962

FOR FILING

6107

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Russell Olson Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6107 for the following project:

Stone base and oiling on Spray (Main Street) Section in Wheeler County.

This award was based on your bid of $9,895.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. M. Young
Mr. R. G. Savage (SIAC)

[illegible] #117

RECEIVED
APR 4 1962
FOR FILING
335-1701
6137

Spray

Salem, Oregon
April 2, 1962

$250,000 Fund Agreement
City of Spray

M. H. S. Cox
Engineer City & County Relations Dept.
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Spray covering the Special City Allotment project on Main Street in the City of Spray.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Spray.

Secretary

rn
Attach: 1

RECEIVED
[illegible] 2 1961
FOR FILING

335-1701

6107

12-4-61

LOCATION PROSPECTUS
MAIN STREET SECTION
CITY OF SPRAY
WHEELER COUNTY

The following prospectus is submitted concerning the above-mentioned section of Main Street in the city of Spray. The project will begin at Juniper Street on Main Street and run southerly and westerly to the John Day River Bridge. The overall length of the project is 0.18 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on existing alignment. Grading will consist of minor blade leveling.

The typical section will be variable 22- to 24-foot travel ways with 4- to 8-foot shoulders. The approved base design for construction is:

Paving	1¼"	0-11
Top Course, Base	2 "	Level
Bottom Course, Base	12 "	Crushed Base
Total Depth	15¼"	

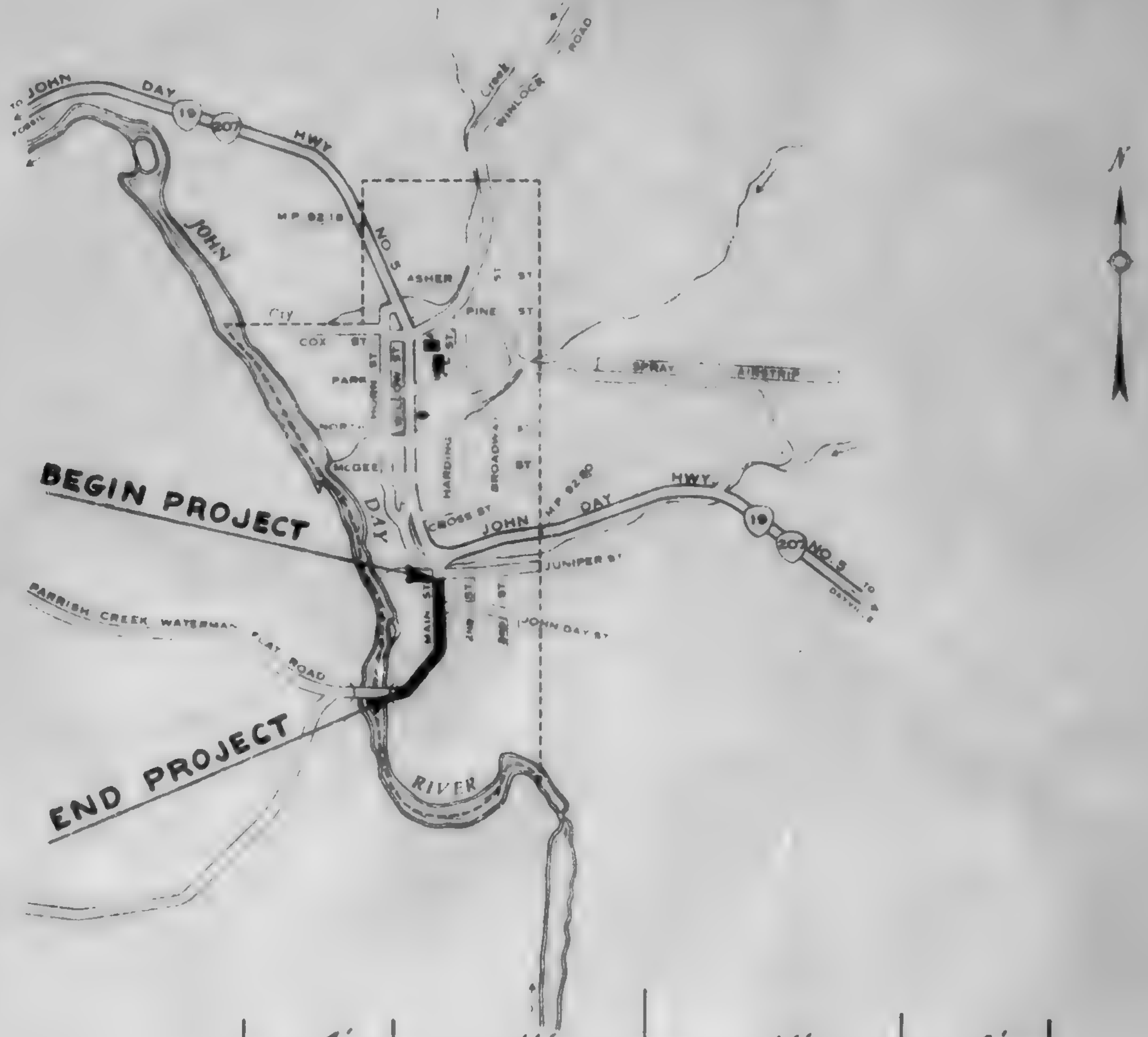
Final agreements with the City of Spray will be necessary.

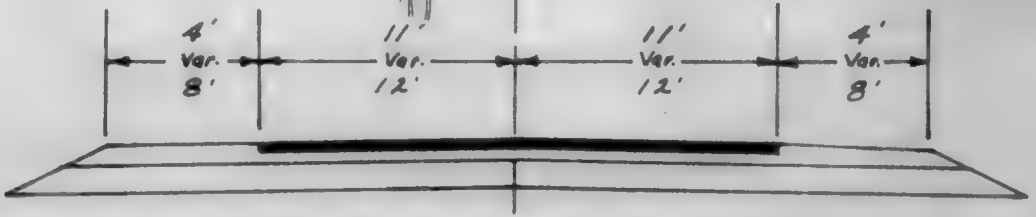
December 4, 1961

Attach.

cc Forrest Cooper ✓
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER





TYPICAL SECTION

PROSPECTUS MAP
MAIN STREET
SPRAY

WHEELER COUNTY

DEC., 1961

LEGEND

- Post Office
- Public Bldg
- CH - City Hall
- CT - Court House
- A - Armory
- L - Library
- School
- R R Depot
- Street open for travel
- Street dedicated but not open
- City Limits

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 194

Scale in Feet

March 1961

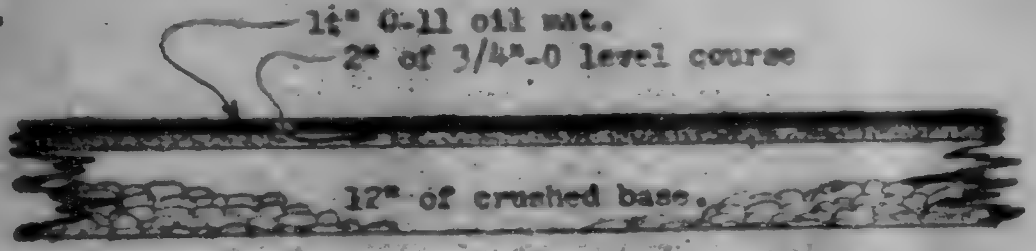
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REET (From Juniper St.-
Section River Bridge) Highway City of Spray County Wheeler Prefix
Approx.
Length of Project 0.15 Miles. Sta. to Sta. Date

Reported Penetration -*30"* **TYPICAL SECTIONS** Traffic Classif. - Medium-Heavy (Logging and Lumber Traffic)

Typical Soil
18 LL
0 PI
17 % P200
30 % Gravel
53 % Sand
15 % Silt
2 % Clay
71 "R" Value

11-24-61



Gravelly Sandy Loam - A-1-b (0)
AASHO Classif.

* The above surfacing thickness design has been increased to equal ½ the reported frost depth.

Required Base & Surf.		Designed Base & Surf.	
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
			1½
			2
			12
12½			*15

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											
Paving Type - Municipal preference.											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by
Staff Assistant

Recommended by
Construction Engineer

Recommended by
Engineer of Materials

Approved by
Deputy State Highway Eng

11-17-61

PRELIMINARY ESTIMATE - 1962 $250,000 Fund Project

CITY OF SPRAY

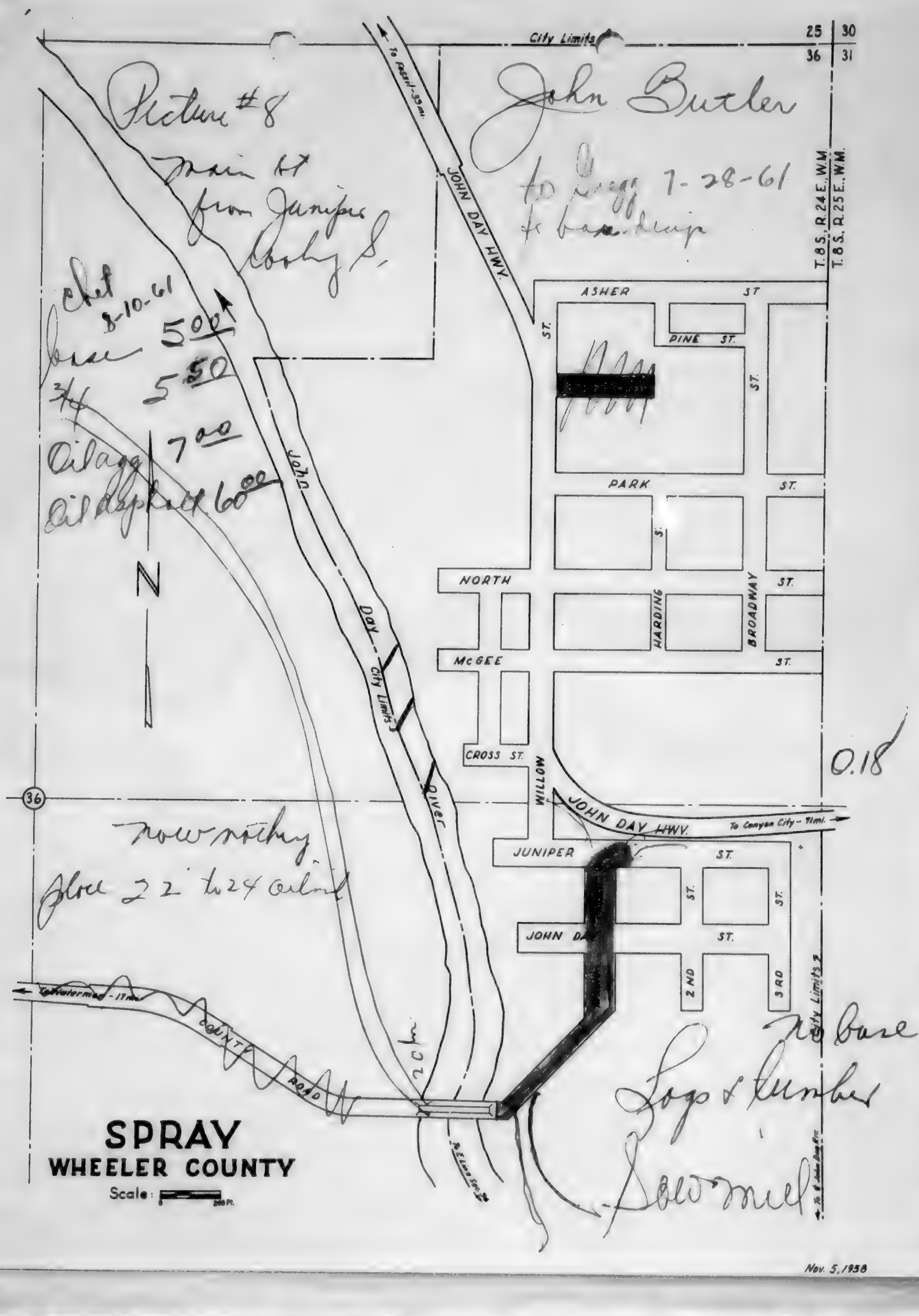
Main Street from Juniper Street southerly and westerly to the bridge over the John Day River, a distance of approximately 0.18 mile.

Place 12" base rock, 2" leveling course, and 0-11 oil mat 22' to 24' wide with 4' to 8' shoulders.

Item	Quantity		@	Total
Preparation of grade	0.18	mile	$1000.00	$ 180.00
Coarse material in base	1125	c.y.	5.00	5,625.00
3/4"-0" in base and shoulders	400	c.y.	5.50	2,200.00
Sprinkling	40	M/gal.	5.00	200.00
Furnish and place mineral aggregate	240	c.y.	7.00	1,680.00
" " " asphalt	22	tons	65.00	1,430.00
				$11,315.00
12-1/2% engineering and contingencies				1,414.38
Survey				570.00
TOTAL				$13,299.38

TOTAL ESTIMATE - - - $13,500

HCA:mm
11/17/61



SPRAY
WHEELER COUNTY

Picture #8

main st

from Juniper

Cooley S.

John Butler

to Oil agg 7-28-61

fr base [illegible]

[redacted]

Chet
8-10-61

base 5.00

3/4 5.50

Oil agg 7.00

Oil asphalt 60.00

now nothing

stone 22' to 24' oiled

0.18

2 ch

No base

Logs & lumber

Saw mill

Division No. V

City: Spray
County: Wheeler
Population: 1950 --
1960 194

Proposed Project - 1962: Main Street from Juniper Street southerly and westerly to the John Day River Bridge, a distance of approximately 0.18 mile. Place 12" base course, 2" leveling course, and 0-11 oil mat wearing surface 22' to 24' wide with 4' to 8' shoulders.

	State	City	Total
Estimated Cost:	$ 13,500	$ --	$ 13,500

Remarks: This street is in poor condition and is receiving excessive wear due to heavy and unusual traffic to sawmill.

Recommendation: Approval recommended.

RESOLUTION

6-30-61

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of SPRAY is an incorporated city of the State of Oregon and has a population of 205 as given by the latest official census; and

WHEREAS, the following streets of said city,

MAIN ST.

COX ST.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of SPRAY does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate JOHN BUTLER as the official representative of the city in all negotiations resulting from this request.

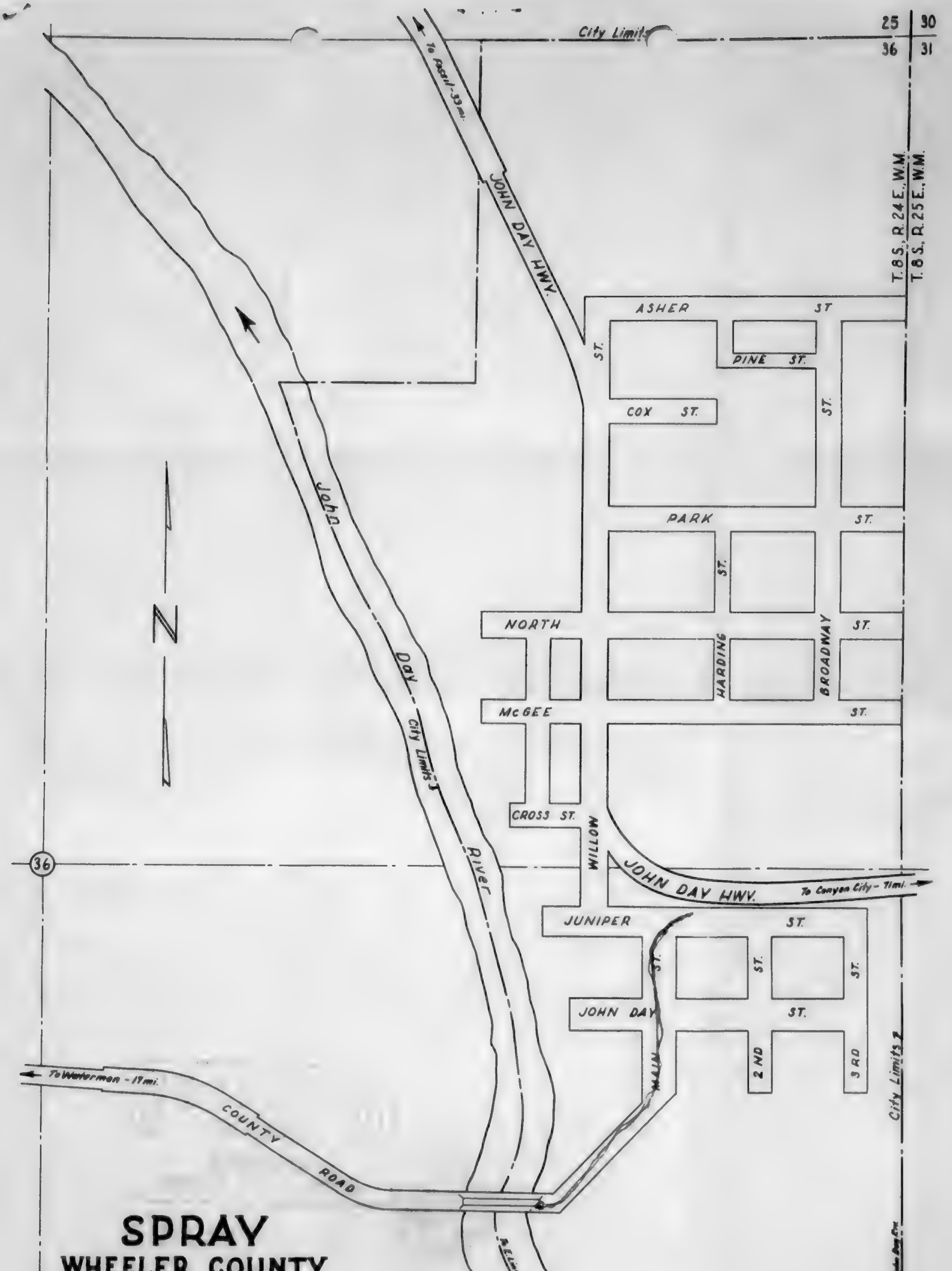
Passed and approved this 30 day of JUNE, 1961

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of SPRAY at a regular or special meeting of said Council, held on the 30 day of JUNE, 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 30 day of JUNE, 1961

Carolyn Butts
City Recorder



SPRAY

WHEELER COUNTY

Scale:

Nov. 5, 1958

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

NOTED
C. G SWENSON

May 15, 1961

Carolyn Britt
City Recorder
Spray, Oregon

NOTED

Dear Madam:

On November 10, 1960, the attached letter was forwarded to all cities of less than 5,000 population advising them of the provisions of ORS 366.805.

This letter is to call to your attention that applications for projects to be considered in the 1962 program must be on file in this office by July 1, 1961.

Please disregard this notice if your city has, previous to this date, made application for a project to be considered in the 1962 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
C. G. Swenson
County and City Relations Engineer

RECEIVED
JUN 21 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1961
ENGINEER
COUNTY & CITY RELATIONS

HCA:mm
Att.

We plan to gravel all city streets & put in some street culverts & improve drainage system. A sidewalk in front of school is also being considered -
Carolyn Britt
City Recorder

35-8308 Fossil Rock Prod. Proj., John 1962
Day-Shaniko-Fossil Hwys.

46108

RECEIVED
31 1962
FOR FILING

December 21, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On December 18, 1962, you were notified of the release of final payment on contract #6108, awarded to Gary Baker, Contractor, for the Fossil Rock Production Project on the John Day and Shaniko-Fossil Highways in Wheeler County.

Final payment on this contract is $832.98 and the total contract amount is $27,765.87. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

DC

cc: Gary Baker, Contractor
2030 E. Main
Hillsboro
Oregon

cc: C. H. Maison

RECEIVED
DEC 17 1962
FOR FILING

[illegible]

6108

December 14, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed October 8 on Contract 6108. The contract was with Gary Baker and was for rock production on the Fossil Section of the John Day and Shaniko-Fossil Highways in Wheeler County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 13, 1962, and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw bbc

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 19, 1962, 19

Section Fossil Area

Kind of work Rock Production

Highway John Day County Wheeler

Section prefix 35-8308

Contractor Gary Baker - Contractor

Contract number 6108

Date of contract 5/25/62, 19

Specified work days 50

Date work started 6/14/62, 19

Work days used 73

Project authorization $ 31734.00

Exclusive of engineering $ 29477.35

Per cent of time elapsed 146 %

Estimated cost of completed project, exclusive of engineering $ 29145.87

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 2256.64

Engineering cost to date $ 2372.17, 105 %

Date project was completed Oct. 8, 1962, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Two men one day on Semi Final estimate which has been mailed to Division office.

Contractor moving some of his equipment off the job.

CONSTRUCTION DIVISION
RECEIVED
OCT 22 1962
NOTED ☐ CE ☐ ACE ☐ ACE ☐ COE

CB

Signed

Address P.O. Box 311 Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			8200		
Total quantities corrected to date			8454		
Estimated quantities moved or placed to date			8454		
Average daily quantities					
Average daily quantities necessary to complete project on time			No work this week		
Number shifts per day					
Hours per shift			Job done		
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Fair		
Saturday			

RECEIVED
MAY 28 1962
FOR FILING

6108

FORM E-133
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Mr. Gary Baker
Contractor
2030 E. Main Street
Hillsboro, Oregon

Dear Mr. Baker:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6108 for the following project:

Fossil Rock Production Project on the John Day and Shaniko-Fossil Highways in Wheeler County.

This award was based on your bid of $28,208.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

35-8309 Spray-John Day River Rock Prod. 1962
Proj., John Day Hwy.
#6109

RECEIVED
OCT 8 1962
FOR FILING

[illegible]

6109

October 8, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On September 11, 1962, you were notified of the release of final payment on contract #6109, awarded to N. A. Toole Const. Co., for the Spray-John Day River Rock Production Project on the John Day Highway in Wheeler-Grant Counties.

Final payment on this contract is $930.32 and the total contract amount is $31,010.75. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: N. A. Toole Const. Co.,
1235 SW 2nd Ave.,
Ontario
Oregon

RECEIVED
SEP 11 1962
FOR FILING

6109

September 10, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 23 on Contract 6109. The contract was with H. A. Toole Construction Company and was for rock production on the Spray-John Day River Section of the John Day Highway in Wheeler and Grant Counties.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 7, 1962, and that you concur in this procedure at the Commission meeting on September 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw hlb

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 7, 1962

Section [illegible]

Kind of work [illegible]

Highway [illegible] County [illegible]

Section prefix [illegible]

Contractor [illegible]

Contract number [illegible]

Date of contract [illegible], 19[illegible]

Specified work days 50

Date work started [illegible], 1962

Work days used [illegible]

Project authorization $[illegible]

Exclusive of engineering $[illegible]

Per cent of time elapsed [illegible] %

Estimated cost of completed project, exclusive of engineering $[illegible].75

Estimated per cent overrun or underrun 0.4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $[illegible]

Engineering cost to date $[illegible].48, 100 %

Date project was completed August 23, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished this project on August 23, 1962.

[illegible]

Final Report

NOTED

CONSTRUCTION DIVISION
HIGHWAY DEPT.
SEP 10 1962
NOTED ☐ ☐ B ☐ ☐ CB

NOTED M. N. JOVE

Signed Phil Preston by Miller

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			[illegible]		
Miles partially completed					
Miles completed			[illegible].95		
Total estimated quantities (contract)			[illegible],300 cy		
Total quantities corrected to date			[illegible],452.[illegible] cy		
Estimated quantities moved or placed to date			[illegible],45[illegible].7[illegible] cy		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 28 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6109

May 25, 1962

N. A. Toole Construction
1235 S. W. 2nd Avenue
Ontario, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6109 for the following project:

Spray-John Day River Rock Production Project
on the John Day Highway in Wheeler and Grant
Counties.

This award was based on your bid of $29,806.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fan

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

10-3423 Maintenance Building in city of 1962
Canyonville

#6110

RECEIVED
OCT 1 1962
FOR FILING

[illegible]

6110

September 28, 1962

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Contract #6110 awarded to Jack Mathis, General Contractor, Inc., for construction of the Canyonville Maintenance Building in Douglas County was completed on August 31, 1962, and accepted by the Highway Commission on September 20, 1962.

Final payment, in the amount of $6,986.31 will be released to the contractor on or after October 5, 1962. The total contract amount is $25,242.40 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

lls

cc: Glens Falls Insurance Co.,
Ken Bailey Ins. Agency
830 SE Rose Street
Roseburg, Oregon

cc: Jack Mathis, General Contractor, Inc.,
854 SE Stephens Street
Roseburg
Oregon

RECEIVED
SEP 17 1962
FOR FILING

[illegible]
6110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1962

SUBJECT: Canyonville Maintenance Bldg.
Contract No. 6110

To: Mr. D. B. Parkes
Contract Payments
OFFICE

Jack Mathis, General Contractor, Inc. completed work on the Canyonville, Oregon, Maintenance Building in Douglas County, Contract No. 6110, on August 31, 1962.

Will you please secure authority from the Commission to pay the final estimate on the job.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED ON CARD

NOTED
FLOYD QUERY

RECEIVED
JUN 14 1962
FOR FILING

Cook

6110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1962

SUBJECT: Canyonville Maintenance Bldg.
Contract No. 6110

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Jack Mathis, General Contractors, Inc. began work on the Canyonville, Oregon, Maintenance Building in Douglas County, Contract No. 6110, on June 12, 1962.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

dl
cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
MAY 28 1962
FORM E-123
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6110

May 25, 1962

Jack Mathis
General Contractor, Inc.
834 S. E. Stephens Street
Roseburg, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 awarded to you State Highway Contract No. 6110 for the following project:

Maintenance Building in city of Canyonville,
Douglas County.

This award was based on your bid of $24,274.00 which was the low bid submitted to the Commission on May 23, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)
Mr. I. D. Merchant

RECEIVED
DEC 20 1961
FOR FILING

[illegible]
[illegible]
[illegible]

Salem, Oregon
December 18, 1961

Ivan Merchant
State Highway Bridge Engineer

New Maintenance Building
Canyonville

BUILDING

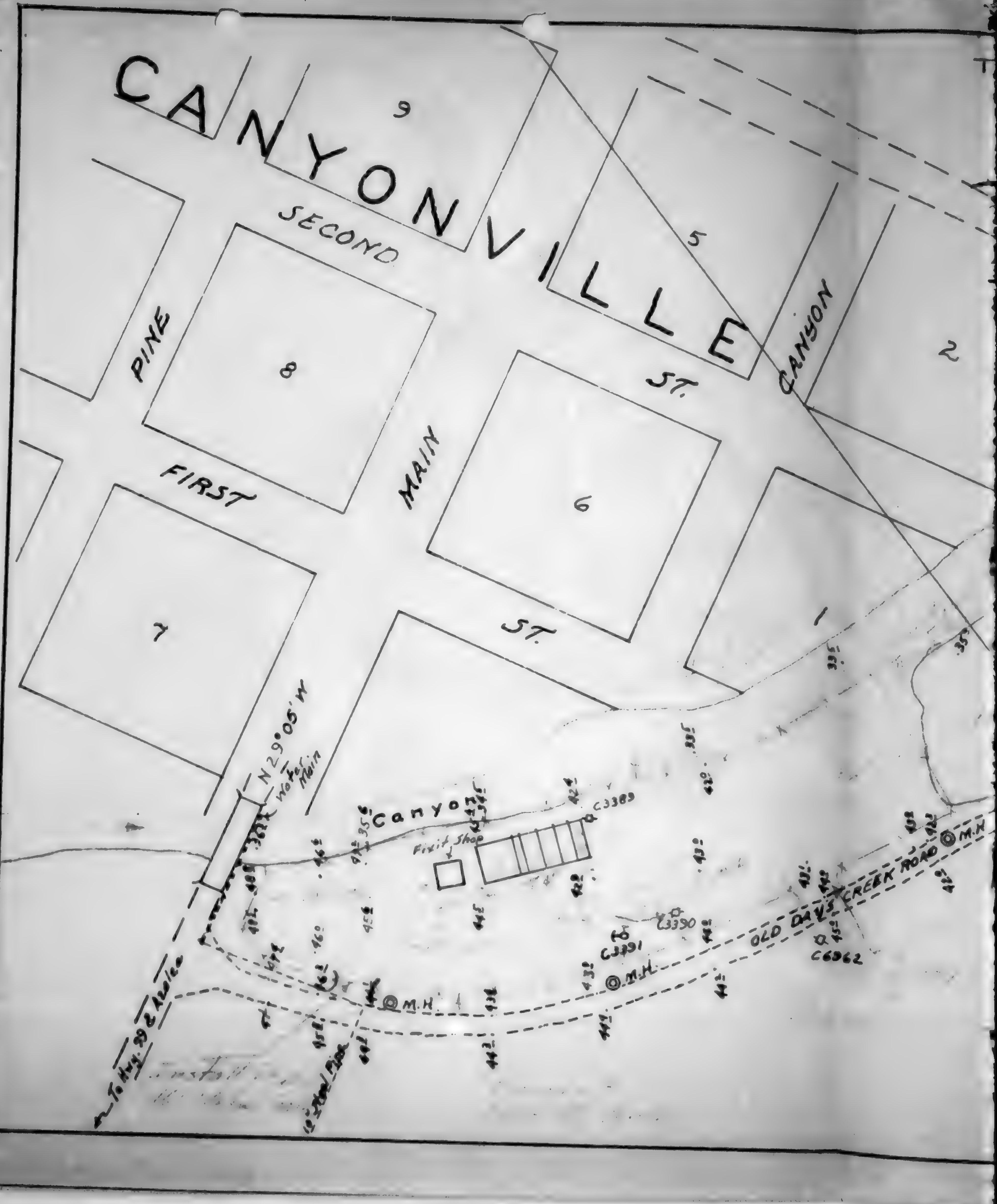
The new Maintenance Building at Canyonville is on the "1962" Budget, and plans should be prepared for early contracting of the building. The building will be identical with the one recently constructed at Central Point, which consists of a standard shop area with an 8 foot utility section, including the furnace, rest-rooms, and storage, and 4 additional equipment sections, two of them with 14 foot doors and two with 12 foot doors.

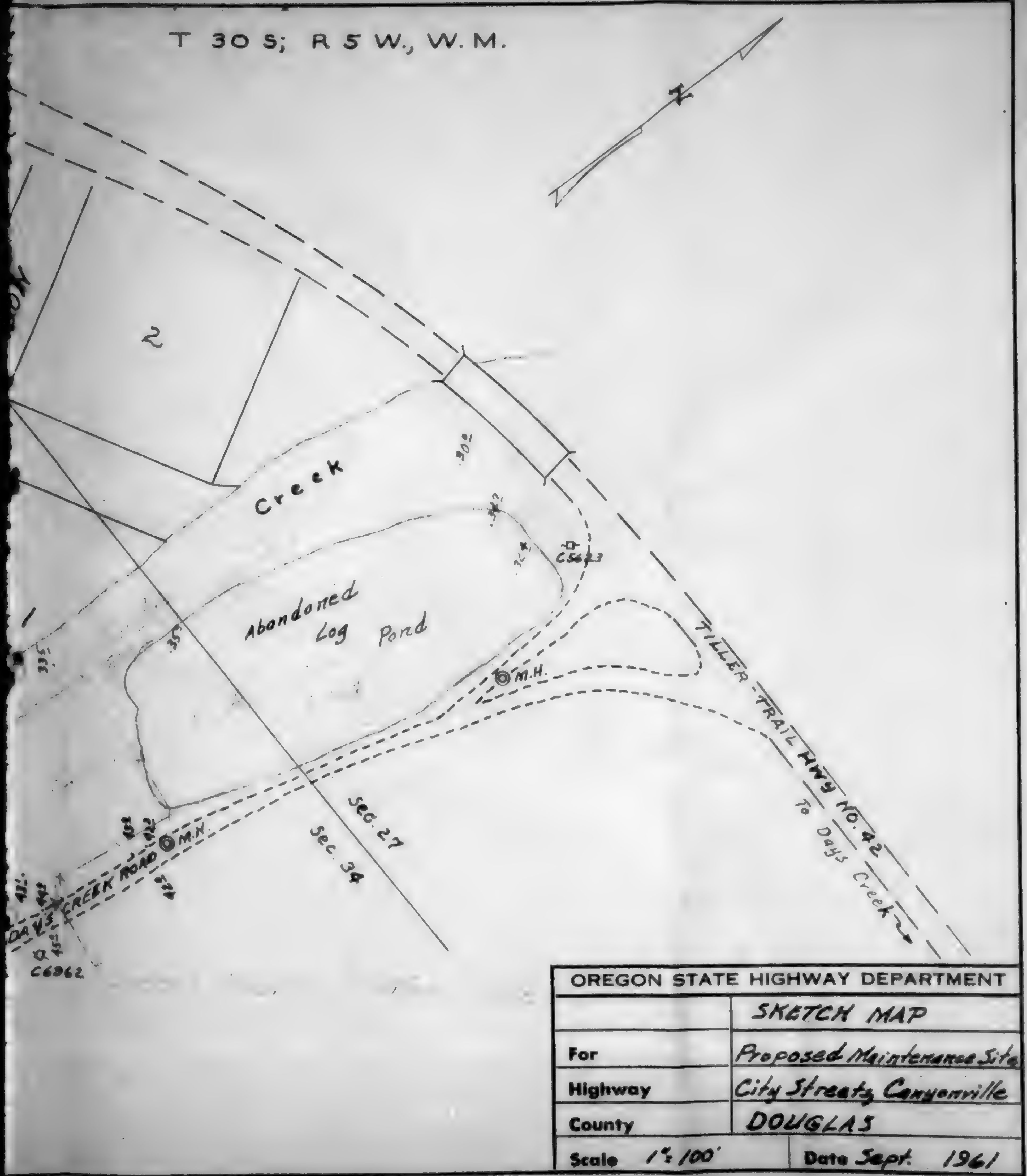
I am enclosing a sketch of the site showing the proposed location of the building, sewer connections, and the location of power poles. Additional information regarding water connection will be obtained from the field.

Tom Edwards
Assistant State Highway Engineer

EFC:mo
encl.

cc: Carl C. Schneider


CANYONVILLE
9
5
2
8
6
7
1
SECOND
ST.
PINE
FIRST
MAIN
ST.
CANYON
N29°05'W
Water Main
Canyon
Fixit Shop
C3389
C3390
C3391
C6962
M.H.
M.H.
M.H.
OLD DAYS CREEK ROAD
To Hwy. 99 & Azalea
12" Steel Pipe



OREGON STATE HIGHWAY DEPARTMENT

	SKETCH MAP
For	Proposed Maintenance Site
Highway	City Streets, Canyonville
County	DOUGLAS
Scale 1" = 100'	Date Sept. 1961

RECEIVED
DEC 11 1961
FOR FILING

December 7, 1961

Oregon State Highway Commission

Gentlemen:

A reorganization of maintenance sections has been made in Division 3, which will eliminate the section now at Capitol Hill, which is located approximately 24 miles south of Canyonville. The Capitol Hill crew has been moved to Canyonville to be consolidated with the crew at that location.

At the present time, we are renting an old frame barn for headquarters in Canyonville. It is not adequate for our equipment. We are proposing to acquire a site in Canyonville, consisting of 4.34 acres. The south half of this site is already developed with a gravel base and will need no additional work to make it ready for use.

The cost of this acreage is $7,500, to which must be added an unpaid sewer assessment amounting to $2,471.34. We have studied all possible building sites in the Canyonville area, and it is the one that satisfies our requirements.

It is recommended that you grant approval for the acquisition of this equipment maintenance building site.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

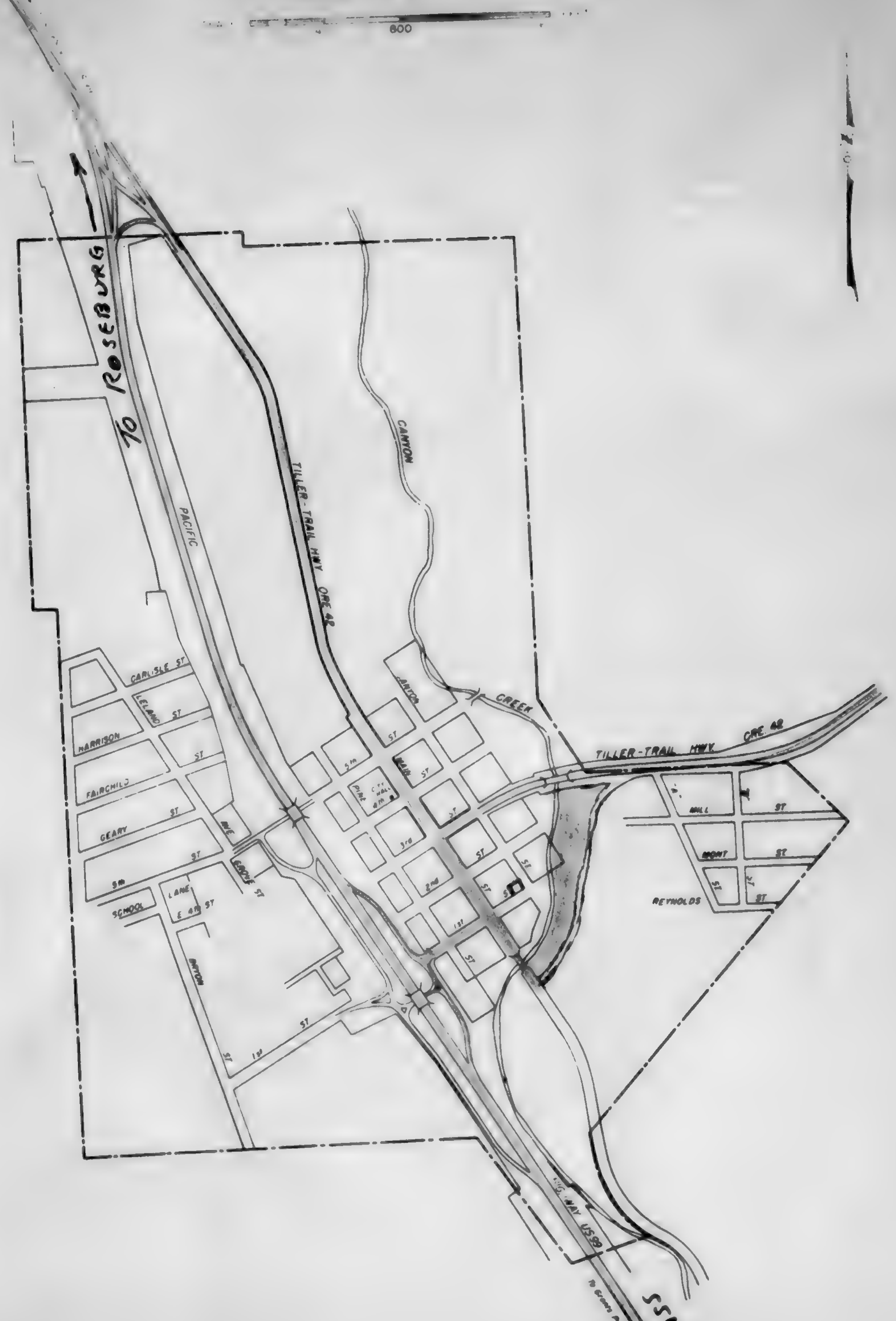
cc Mr. Forrest Cooper
Mr. P. M. Stephenson

PMS:er

Attachment

CANYONVILLE

DOUGLAS COUNTY



1-8-67

RECEIVED
DEC 7 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1961

SUBJECT: Canyonville Maintenance Site

To:

P. M. Stephenson
Assistant State Highway Engineer

Building

After some investigation we have arranged a reorganization of sections in Division III which will eliminate the section at Capitol Hill. The mileage previously maintained by that crew will be divided between the crews located at Canyonville and Grants Pass. The change will result in extending the Roseburg district approximately 12 miles farther south on the Pacific Highway.

The Capitol Hill maintenance crew had a normal complement of five men. The reorganization will result in the transfer of two men and one truck to Canyonville and two men and one truck to Grants Pass for a net reduction of one man. The reorganization will result in improved maintenance and reduction in costs due to the reduction in men and the elimination of the overhead involved in operating a maintenance station.

The addition of two men and one truck to the Canyonville crew serves to emphasize the fact that our maintenance building there is woefully inadequate. We rent an old frame barn from Douglas County which is a fire hazard and too small to house our equipment which has to set out in the weather. We have been urged to make every effort possible to provide more satisfactory quarters for this crew and shelter for emergency equipment.

We have studied several possible building sites and recommend that we acquire a site in Canyonville, formerly occupied by a sawmill, which is centrally located to provide ready access to the Freeway at the Canyonville Interchange and to the Tiller-Trail Secondary and will permit the members of the crew to live close to stores, schools, churches, etc.

The property contains 4.34 acres and will cost $9941.34 which includes an unpaid sewer assessment. The south half of the site is leveled to proper grade, ready to build upon, and has ready access to power, water, and sewer, all of which will materially reduce the development cost to the State. The central location is a big advantage as it will eliminate deadheading by State vehicles and employees going to and from work.

NOTED
P. M. STEPHENSON

I. A. DeFrance
Maintenance Engineer

IAD:je
CC: L. W. Rulien

RECEIVED
[illegible] 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Nov. 27, 1961

SUBJECT: Cost of Developing Maintenance Yard, State-owned Property North of Canyonville

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
Salem, Oregon

Reference is made to your letter of November 16, 1961, which requested a check of the cost of necessary work to develop state-owned property, which lies north of Canyonville, into a suitable maintenance yard.

The contour maps and related data covering this property are in the Salem office. However, the Resident Engineer's report is here, and based on this report and our knowledge of the site we submit the following estimate:

Grading, 2,000 cubic yards @ $0.75 =	$1500.
Base Rock, 1200 cubic yards bar-run at $1.	
333⅓ (6) cubic yards 2"-0 @ $4.50 =	2700.
Well and Pump,	1500.
Septic Tank and Drain Field =	800.
Cut Approach =	200.
Total Cost	$7900.

It is our belief that it would take an expenditure of approximately $7900.00 to develop the state-owned property to a condition equivalent to the property that lies within the City of Canyonville.

L. W. Rulien
Asst. Division Engineer

LWR:ds
cc: I. A. DeFrance

RECEIVED
NOV 28 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
P. M. STEPHENSON

RECEIVED
NOV 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 6-61 20661

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1961

SUBJECT: Canyonville Maintenance Headquarters Site

To: P. M. Stephenson
Assistant Highway Engineer

BUILDING

I have been advised that the owner of the Mill site property in Canyonville, is asking a total of $7500.00 for 3.7 acres of land, against which there is a sewer assessment of $2471.34, which would bring our total cost for the property up to approximately $10,000.00. Two acres of the above property are improved to the extent that practically no leveling or surfacing will be required prior to building construction. City water, sewer, and power, available immediately adjacent to the property, would require nothing except normal connecting costs.

The only other site in the area, which I consider comparable, is a State owned parcel of land approximately 3 miles north of town, located west of the Freeway on a frontage road, about .6 of a mile south of the North Canyonville Interchange. This property is State owned and will require considerable cost to develop. Selecting only those items necessary to improve the property to the same condition as the City property, we show a total of $10,100.00. These costs include the following items:

		Unit Cost	
Grading	5000 C. Y.	.30	$1500.00
Base Rock	1800 C. Y. 4"-0 Cr. rock	3.00	5400.00
Leveling Coarse	200 C. Y. 3/4"-0	3.50	700.00
Well & Pump	Est. 100' well $500 pump		1500.00
Septic Tank drainfield		800.00	800.00
Approach	Grading & 30'-18" Culvert		200.00
		Total	$ 10,100.00

This is the cost necessary to improve an area 230' x 210'.

In view of the above comparison, and the fact that there are several advantages to the location in the town of Canyonville, I recommend that we pay the requested $7500.00 for the property and assume the liability of the sewer assessment.

If you concur in the above recommendations, will you please advise the Right-of-Way Department to take an option subject to Highway Commission approval.

E F Chidsey

E. F. Chidsey
Assistant Maintenance Engineer

EFC:mo

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FORM F-30 50M 4-61 94397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1961

SUBJECT: Reorganization Plan - 3-C and Canyonville Maintenance Site

To:

P. M. Stephenson
Assistant State Highway Engineer

Building

We are studying a section reorganization plan in District 3-C. This district now has 9 sections that range from 22.21 miles at Capitol Hill to 73.67 miles at Prospect and total 442.3 miles. We will be adding additional mileage as the Interstate and the Lake of the Woods Highways are completed.

We plan now to eliminate one section at Capitol Hill and divide the mileage between Canyonville and Grants Pass. This will result in changing the district line between Medford and Roseburg districts from MP 230.19, Pacific Highway, to approximately MP 241.94 at Wolf Creek. This will add 11.75 miles to District 3-D, making the new totals for 3-C 430.38 and for 3-D 349.74.

The mileage for the enlarged sections will be Canyonville 62.64 and Grants Pass 53.77. Capitol Hill maintenance station has had a complement of 5 men. We expect to add 2 men and 1 truck to Canyonville and 2 men and 1 truck to Grants Pass for a net reduction of 1 man.

In our long-range planning we are considering the possibilities of moving the Siskiyou summit crew to a location south of Ashland so that their present 24.92 miles may be increased by the addition of Interstate mileage as it is constructed. Also, it now appears that a new station may be needed about midway between Eagle Point and Klamath Falls, possibly near Fish Lake or Lake of the Woods.

The matter that is urgent at this time is an adequate maintenance building at Canyonville where we are now renting an old frame barn that is a fire hazard and too small. Adding another truck and 2 men to this crew makes the need of a better building more urgent. Mr. Rulien has studied several possible building sites, and we attach a copy of his report.

Mr. Rulien reports on four sites in addition to a site located on a dead end service road on a hill .6 mile from the Tiller interchange about 3 miles north of Canyonville. This site is located on a steep hillside and expensive

NOTED
P. M. STEPHENSON

grading will be required to provide an acre of usable area. In addition there would be need to provide a well, a connection to power line, and our own sewer.

We concur in Mr. Rulien's recommendation that we acquire Site No. 1 which includes 4.7 acres, is ready to build upon, and which has ready access to power, water, and sewer, all of which will materially reduce the development cost to the State. The central location is a big advantage as it would eliminate much dead heading by State vehicles and by employees going to and from work.

Our appraiser valued the property at $5,000 or slightly more than $1,000 per acre while the owners, by phone, quoted a price of $10,000. No doubt a compromise can be arrived at between the two figures which can be considered acceptable.

Site No. 2 would be our second choice, and it would be very suitable even though there are only 2 acres. The $1,000 price quoted is very attractive, but, in addition, there would be considerable leveling costs involved and an undeveloped street to vacate.

This site lies across the street from the old mill site which unquestionably is in a commercial or industrial zone. If used for our headquarters this site would be adjacent to commercial on one side and adjacent to residential on the other. This condition exists in many locations, and when we use judgment in our construction and layout we meet little local objection.

We wish to urge prompt consideration of this matter inasmuch as we are urgently in need of a better building at this headquarters this winter.

I. A. DeFrance
Maintenance Engineer

IAD:je

CC: L. W. Rulien

RECEIVED
JG 24 1961
FORM E-30X 50M 7-60 29396

FOR FILING
10-3423

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon
August 1, 1961

P.M. Stephenson

To: I. A. DeFrance
Maintenance Superintendent
Salem, Oregon

SUBJECT: Canyonville Maintenance Headquarters

We have been endeavoring to locate a suitable site in Canyonville on which to establish a section maintenance headquarters. This crew presently is using a rented, inadequate and hazardous building in Canyonville.

Attached is a sketch map showing four prospective sites:

Site 1:

This is an old mill site comprising approximately 4.7 acres and is bounded on the west by Canyon Creek and on the east by the old Tiller-Trail Highway. The northerly portion of this site consists of a partially filled log pond and the southerly portion is graded and level. Power, water and sewer are available. Our R/W people indicate that a reasonable price would be $5,000.00. The owner who lives in California quoted a tentative price of $10,000.00 over the phone. It is anticipated that this property could be purchased for something less than $2,000.00 an acre.

Site 2:

This is an approximately two acre site which includes Lots 1, 2, 6, 7, 8, 9, and 10 of block 1 and some adjacent ground. It is in close proximity of houses and is situated on a hillside. The owner quoted a price of $1,000.00. Utilization of the site would require the vacation of an unconstructed but platted street and considerable land leveling.

Site 3:

This is a building site located adjacent and westerly of an existing stockpile site. The entire parcel contains in excess of seven acres and is primarily steep hillside. The owner will consider only a total sale and has quoted a price of $7,000.00.

Site 4:

This site contains approximately one acre and consists of block 2. It is an estate and has two unoccupied and rickety houses on it. This is a

P. M. STEPHENSON

good building site and sewer, water, electricity and a well are available. It has the disadvantage of being in a more or less residential portion of town and is not very large. The administrator of the estate quoted a price of $5,000.00.

We have also previously submitted a state owned site adjacent to a frontage road approximately two miles north of the center of town. As outlined previously we recommended this site because of the advantage of isolation from surrounding developments.

If the site is to be located in Canyonville it is our recommendation that the R/W people be requested to immediately negotiate for purchase of site No. 1. This site has the advantage of being protected on one side by Canyon Creek and the other by road from adjacent development, is located in a primarily commercial type although mostly undeveloped area, and it also has all utilities available and a building and yard site already developed and leveled.

Mr. Stephenson indicated an interest in the location of the Canyonville site on his recent trip to this Division and therefore a copy of this letter will apprise him the results of our investigation.

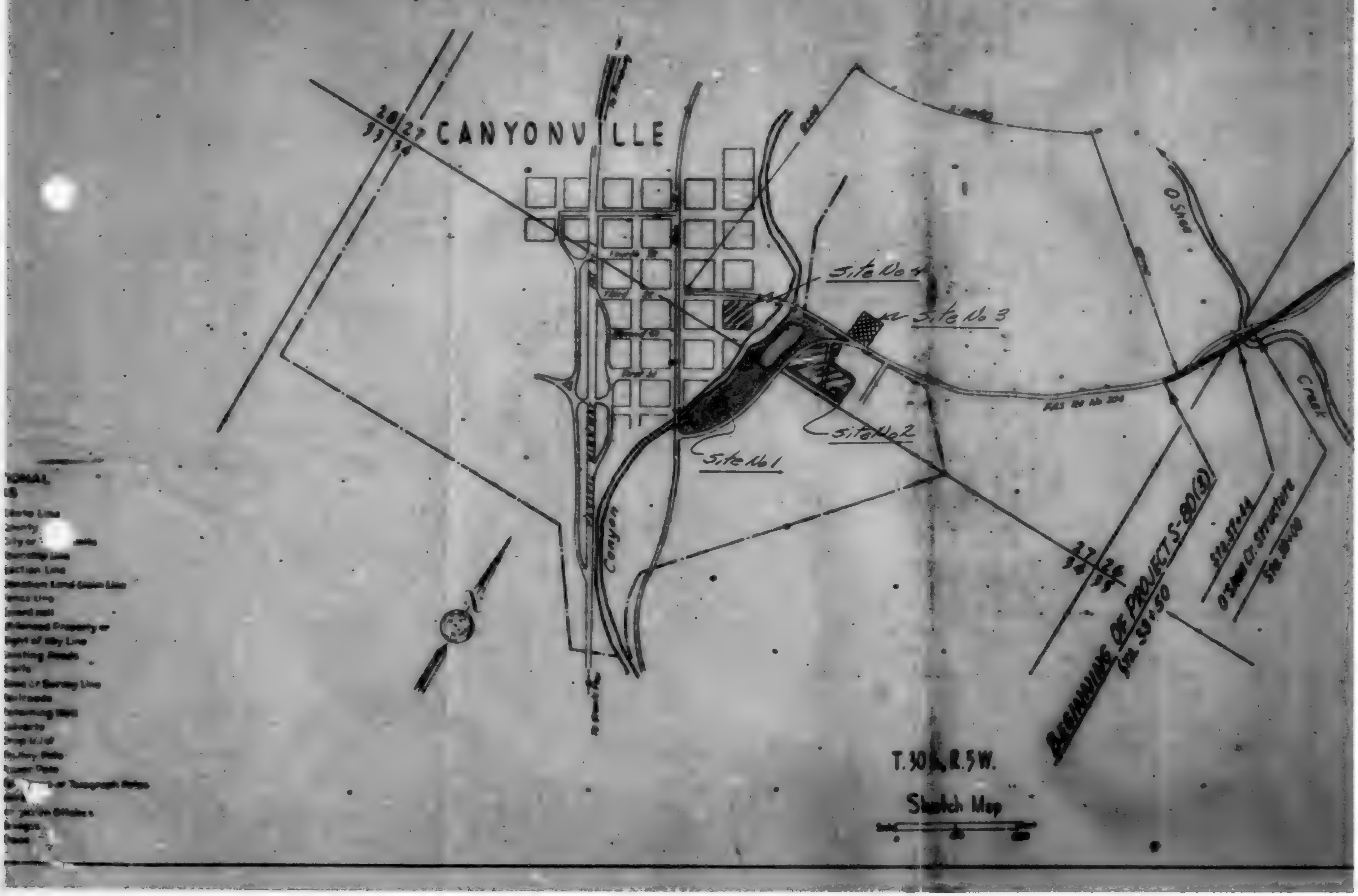
L. W. Rulien
Ass't Division Engineer

LWR:lf
Enclosure

RECEIVED
AUG 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG - 2 1961
OREGON
STATE HIGHWAY COMMISSION

TILLER-TRAIL HIGHWAY
DOUGLAS COUNTY
AUGUST, 1958



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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1961

SUBJECT: Expiration of Lease
Canyonville Maintenance Site
R/W File No. 31776
Douglas County

To:

P. M. Stephenson
Assistant State Highway Engineer

Our ground lease from Douglas County on Lots 1 and 2, Block 6, in the city of Canyonville, expires on August 14, 1961. This property is being utilized as a temporary maintenance site.

The present lease was for one year for the consideration of $300.00.

A suitable maintenance site should be acquired and buildings constructed within the next few months as we have this project scheduled in the 1961 Maintenance Station Improvement Program.

We recommend the lease be renewed for a period of six months for a consideration of not more than the present rental rate of $25.00 a month.

Your approval is respectfully requested.

E F Chidsey

E. F. Chidsey
Assistant Maintenance Engineer

WIM:sg

cc: I. A. DeFrance
Earl F. Saling
H. W. Hughlett
F. D. Morgan
J. L. Gunter

APPROVED 7-5-61
PMS
Assistant State Highway Engineer

RECEIVED
JUL [illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

4-6606 Astoria-Megler Crossing Ferry 1962
Service, Columbia River

#6111

Q.A 2703

Ins. File

6111

November 7, 1969

Washington Department of Highways
Highways-Licenses Building
Olympia, Washington 98501

Attention: Mr. G. H. Andrews
State Highway Engineer

Gentlemen:

At the request of Mr. Robert Germann, Manager, Marine Department, Marsh & McLennan-C. A. MacDonald & Company, Inc., we are attaching for your information a Certificate of Insurance which covers the Astoria Bridge for the period from July 29, 1969 to July 29, 1972.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:sj

Attachment

cc R. L. Porter
Tom Edwards

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Frank —
Please file in Safe
C.H.

July 19, 1967

Mrs. H. E. Dobbs
Durham and Bates Agencies, Inc.
901 S. W. Washington Street
Portland, Oregon 97205

Dear Mrs. Dobbs:

Confirming our telephone conversation of July 19, 1967, we do not wish to extend the lay-up insurance on the M. R. Chessman after August 1, 1967.

It appears at this time that the vessel will be disposed of by August 1; however, in the event that we find it necessary to continue the insurance, we will advise you by telephone prior to the expiration date.

Very truly yours,

ORIGINAL SIGNED BY
C. H. MAISON

C. H. Maison
Controller

CHM:bg

cc: E. S. Hunter
Floyd Query
R. M. Smith
Frank R. Griffin

Cc.

NOTED
FLOYD QUERY

FORM 2-132X 30M 7-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Fred W. Hill, Member
Helix

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 25, 1967

Mr. J. D. Hurst
Durham and Bates Agencies, Inc.
901 S. W. Washington Street
Portland, Oregon 97205

Dear Mr. Hurst:

This is in reply to your letter regarding the extension of our lay-up insurance on the M. R. Chessman.

We believe the U. S. Government is definitely going to acquire the Chessman in the very near future. It has been suggested to the Federal agency involved that they remove the vessel to the Tongue Point area until such time as they decide its use. We hope that they will remove the vessel within the next two months.

In the meantime, we would appreciate continued lay-up coverage at least until August 1, 1967. Would you kindly advise us if this is possible.

Very truly yours,

C. H. Maison
Controller

CHM:bg

cc: Tom Edwards
E. S. Hunter
R. M. Smith
Floyd Query

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

TELEPHONE 2760

ASTORIA NAVIGATION CO.
FOOT OF FOURTEENTH ST.
P. O. BOX 178
ASTORIA, OREGON

February 14, 1967

INVOICE

To: State of Oregon
State Highway Department
Salem, Oregon

To charge insurance on Astoria-Megler Ferries for period July 28 thru December 1, 1966 as per Durham and Bates letter of January 30, 1967:

Policy No. NZH 2520-Tourist No. 2	
Lay-up and Cancellation Return refunded	$426.56
Return had cancellation been effective 7/28	525.00
Due from Tourist No. 2	98.44
Policy No. NZH 2520-Tourist No. 3	
Lay-up and Cancellation Return refunded	629.68
Return had cancellation been effective 7/28	775.00
Due from Tourist No. 3	145.32
Policy No. NZH 2520-M. R. Chessman	
Lay-up and Cancellation Return refunded	717.19
Return had cancellation been effective 7/28	1275.00
Due from M. R. Chessman	557.81
Cover Note No. 3989 L&C-M. R. Chessman	
Lay-up and Cancellation Return refunded	38.91
Return had cancellation been effective 7/28	69.16
Due from M. R. Chessman	30.25
Total due	$ 831.82

ASTORIA NAVIGATION CO.

By: ______________
Partner

Approved subject to audit:

____
Asst. Div. Engr.

APPROVED: ______________
Subject to Audit:

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JUL 15 1966
FOR FILING

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FORM

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

4
6111

July 13, 1966

Astoria Navigation Company
Foot of Fourteenth Street
P. O. Box 173
Astoria, Oregon

Subject: Termination Ferry Contract #6111

Gentlemen:

The subject contract requires you to provide Trans-Columbia River ferry service between Astoria, Oregon and Megler, Washington from June 1, 1962 until "......terminating with the opening of the Astoria Bridge, across the Columbia, to traffic." It is anticipated, but not guaranteed that the bridge will be open to traffic July 29.

Our local office as Astoria will keep you posted of any variations for anticipated changes from this date, but you should consider this letter as notification of anticipated termination of the need for ferry service and of this contract.

We would like you to continue the protection and indemnity insurance until the vessels are sold. We will pay a pro rata of these insurance costs when such a pro rata can be made. We would also like you to provide limited ferry service on August 27, 1966, payment for which would be at your actual cost or some other mutually agreeable method of payment. Details for operation that date will be furnished you by R. M. Smith.

Very truly yours,

R. D. Asburry

R. D. Asburry
Division Engineer

NOTED
TOM EDWARDS

cp
cc: Mr. Tom Edwards
Mr. E. S. Hunter
Mr. C. H. Maison
Mr. R. M. Smith

OFFICE OF

TO Johanson 12/31/64

12/31/64

REFERRED
TO McKinney
FOR [illegible]
G. E. ROHDE

mck

REFERRED TO
Edwards
BY DEPUTY STATE HIGHWAY ENGINEER

TELEPHONE FA 5-2801

ASTORIA NAVIGATION CO.
FOOT OF FOURTEENTH STREET
P. O. BOX 173
ASTORIA, OREGON

December 22, 1964

RECEIVED
DEC 30 1964
LEGAL & RIGHT OF WAY

PLEASE RETURN TO
TOM EDWARDS

Mr. Forest Cooper
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to the contract to provide Ferry Service between Astoria and Megler, Contract No. 6111 dated May 25, 1962 and more specifically to page 1 of the Contract and the paragraph covering the period of operation. For your immediate reference, I quote this paragraph below:

> "This contract is understood to cover ferry service for a period beginning at 6:30 A. M. of June 1, 1962, and terminating with the opening of the Astoria Bridge, across the Columbia, to traffic. It is anticipated that the bridge will be completed in spring of 1965."

In negotiating our labor contracts covering this operation, we anticipated a reasonable delay beyond the spring of 1965 and negotiated the extension of our present labor contract through November 1965. It now appears that due to unforseen delays in construction of the bridge it will be one or two years beyond this date before the bridge is opened to traffic.

The normal term of these contracts has been for three years ending May 31 and the Unions involved have indicated they intend to reopen the contracts for negotiation of wages and other terms for the period beginning June 1, 1965 until completion of the bridge or May 31, 1968 whichever comes first. This is not an unreasonable position on their part as their members have been working under the same basic wage contract since June 1, 1962.

As you know the Unions have a policy "no contract, no work" therefore it becomes mandatory that we negotiate a satisfactory wage settlement with them. You can readily see our position as contractor becomes untenable under these conditions. I am sure you will agree the completion of the bridge will be an unreasonable time beyond "the spring of 1965" and since we were not a party to nor cause of the delay, additional costs under this contract beyond June of 1965 should be borne by the State Highway Commission.

PLEASE RETURN TO
TOM EDWARDS

Will you kindly give consideration to this problem and let me know your position in the matter. Should you agree with our position, the present contract could be extended under the same conditions except for renegotiation of the payment clauses or, if you prefer, invitations could be extended to prospective bidders for a new contract. We would be happy to submit such a bid.

Very truly yours,

T R Williams

T. R. Williams, Partner

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DEC 28 1964
OREGON
STATE HIGHWAY COMMISSION

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MAY 7 - 1964
FOR FILING

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[illegible]

MISC. CONTRACTS and
AGREEMENTS NO. [illegible]

Salem, Oregon
May 4, 1964

Supplemental Agreement
Radio Operation on Ferries
Tourist II, Tourist III,
and M. R. Chessman

Mr. R. M. Smith
District Maintenance Superintendent
State Highway Department
194 - 14th Street
Astoria, Oregon

We attach six copies of an agreement covering operations of the radios in the ferries.

One copy is to be kept in each boat, one copy by the operating contractor and one copy by your office.

Tom Edwards
Assistant State Highway Engineer

TE:jw

Enc. (6)

cc Forrest Cooper
R. L. Porter
Floyd Query
E. F. Chidsey
Robert M. Eaton
R. D. Asburry

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FEB 19 1964

FOR FILING

6111

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1963

SUBJECT: Assignment Edw 1632

To:

Mr. I. A. DeFrance
Maintenance Engineer
Department

(1632)

Assistant State Highway Engineer Tom Edwards has requested a chronological listing of events relative to Astoria Navigation Company Manager T. R. Williams' September 26th letter claiming that he is entitled to $231.45 since the motor vessel Kitsap was unable to operate on August 31st although scheduled to be operated on that date.

1. District Maintenance Officeman Jim Infinger's August 30th letter ordered operation of all four vessels over the Labor Day weekend consisting of August 31st through September 2nd.

2. Motor vessel Kitsap struck the Megler landing at 3:15 p.m. August 30th damaging rudder and other steering apparatus.

3. Maintenance Superintendent R. M. Smith inquired of this office relative to amount to be paid since matter not specifically covered in contract 6111.

4. I discussed matter with Staff Attorney Alan Johansen.

5. As a result of this discussion wrote Smith on September 4th that contract did not require payment. If there were extenuating circumstances payment could be considered.

6. Copy of my letter given T. R. Williams.

7. His office submitted bill to Smith for entire operation during August, including the trips in question.

8. Smith rejected this bill and Williams' office staff, possibly without his knowledge, prepared another omitting August 31st for Kitsap.

9. Williams called Edwards.

(Continued)

NOTED
I. A. DEFRANCE

10. Edwards instructed me to accept bill for entire amount claimed by Williams but approving only proper amount.

11. Issued instructions by September 9th letter to this effect. Second billing returned to Smith with it. He gave Williams both letter and bills.

12. Williams resubmitted bill for total amount claimed.

13. Smith approved all of the bill except portion pertaining to Kitsap for August 31st. The approved portion included payment for five trips for the Kitsap on August 30th although only four were completed. Penalty for the one trip missed was assessed at a rate less than than which was paid for the completed trips. It has been past practice to do this or to substitute vessels when minor breakdowns occur. In the past this has always amounted to only the day involved since repairs could be made by the next day or another vessel was available for substitution.

14. This office approved Williams bill in the amount approved by Smith.

15. Assistant Controller D. D. Taylor wrote Astoria Navigation Company September 17th advising them of the reduction and to submit their claim for the differential through the usual channels if they thought warranted.

16. Williams' September 26th letter makes such a claim in the amount of $231.45.

17. Smith's officeman Jim Infinger advises bills for September have been received. They include the Kitsap for the 1st and 2nd and Tourist #3 for the 2nd although neither was operated on these dates. In other words, whatever is done on the above claim will be a precedent for the claim that will follow.

Copies of the letters mentioned above are attached. Would you please forward these together with this report to Edwards.

R. D. Asburry
Division Engineer

By:

Gerald W. Wimer
Assistant Division Engineer

GWW:jc
Enc.
cc: Mr. R. M. Smith
Mr. Alan Johansen

RECEIVED
OCT 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1963
FOR FILING

6111

July 24, 1963

Astoria Navigation Company
Foot of Fourteenth Street
Astoria, Oregon

Attention Mr. T. R. Williams, Manager

Gentlemen:

Your July 12 letter contesting the application of the penalty clause for failure to operate the Motor Vessel Kitsap on a five round-trips per day schedule from July 5 through July 7 has been reviewed; as a result of which we are willing to forego application of the penalty clause for July 4 only.

It would not be proper for us to waive application of the penalty clauses for the other three days, as you should have had ample time by then to have put the vessel into operation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
I. A. DeFrance
R. D. Asburry
R. M. Smith

GWW:AM jw

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AUG 17 1962
FOR FILING
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6111

August 16, 1962

Oregon State Highway Commission

Gentlemen:

Contract 6111, awarded to the Astoria Navigation Company May 25, 1962, provided for the operation of three ferries on the Astoria-Megler run for the period extending from June 1, 1962, to the opening of the Astoria Bridge.

The purchase of the ferry "Kitsap" has necessitated negotiation of a price agreement for its operation. The contractor, because of short-term or intermittent operation, will be required to use present crews at overtime rates. The "Kitsap" requires the same number of people (by Coast Guard regulations)as the "M. R. Chessman".

The negotiated rate for operation of the "Kitsap" is $12,231 per month, plus payment of the added liability insurance required of the contractor. This is estimated at $720 per year. A month's operation covers five round trips per day, seven days per week. An individual trip costs $81.54 plus insurance as compared to $69.15 for the "M. R. Chessman".

The current contract running for three years contemplates an expenditure of $280,183 per year, or $840,550, based on the assumption that the bridge will be completed June 1, 1965. Overrun caused by the use of the "Kitsap" will be as follows"

1962 - One month's operation........	$ 12,231
1963 - Two months' operation........	24,462
1964 - Two months' operation........	24,462
1965 - One month's operation........	12,231
Plus Insurance, 4 years at $720.....	2,880
Anticipated Increase......	$ 76,266

Approximately 9%

The above-detailed overrun is, of course, based on supposition. The bridge may be finished earlier or later, which would affect the basic contract, or the traffic may increase requiring more operation of the "Kitsap".

We do not recommend any action by the Commission at this time in approving a contract overrun, since such will not occur in any event until early 1965 provided our traffic forecasts are not seriously upset. The above is sent to you for your information.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
Tom Edwards
Victor D. Wolfe
C. H. Maison

TE:je hlb

RECEIVED
MAY 28 1962
FOR FILING

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6111

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
B. B. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1962

Astoria Navigation Co.,
Astoria
Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, awarded to you State Highway Contract No. 6111 for the following project:

Providing ferry service at the Astoria-Megler Crossing of the Columbia River in Clatsop County (Oregon), and Pacific County (Washington).

This award was based on your bid of $280,185.00 which was the low bid submitted to the Commission on May 10, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. A. DeFrance

REC[illegible]D

FOR FILING

May 23, 1962

Oregon State Highway Commission

Gentlemen:

Herewith are the bids received on the ferry operation contract for the period from June 1, 1962, until the completion of the bridge at Astoria:

Items 5-Trip Units-7 Days Per Week Per Month	Astoria Navigation Each Unit	Astoria Navigation Total	Palmberg Each Unit	Palmberg Total
Cheesman 20 units per year	$10,372.50	$207,450.00	$10,850.00	$217,000.00
Tourist III 4 units per year	$ 8,865.00	$ 35,460.00	$10,580.00	$ 42,320.00
Tourist II 5 units per year	$ 7,455.00	$ 37,275.00	$ 7,900.00	$ 39,500.00
Total Bids:		$280,185.00 (Low Bid)		$298,820.00

The low bid submitted by the Astoria Navigation Company is 7½ per cent above the engineers' estimate. I recommend that the contract be awarded on the basis of the low bid to the Astoria Navigation Company.

The above bid reflects the yearly cost of contract payment of $93,395. The contract currently in effect (expiring June 1, 1962) was in the amount of $229,447.50 or $76,482.50 per year. The increased cost per year throughout the life of the proposed current contract is $16,912.50.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
Tom Edwards
Victor D. Wolfe
I. A. DeFrance
C. H. Maison
EFC:sg/TE:jw hlb

RECEIVED

FOR

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14, 1962

SUBJECT: Contract for Operation of
Astoria-Megler Ferry

To:

Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

I am returning herewith proposals from the Astoria Navigation Company and the Palmberg Construction Company containing their bids on the operation of the Astoria-Megler Ferry for the next three years.

The bids have been checked and analyzed; and, reluctantly, we recommend that the contract be awarded to the Astoria Navigation Company on their low bid of $280,185. This bid is approximately 7% above our estimate.

The above bid represents an increase of approximately 20% over the contract in force during the past three years. However, the percentage of increase is not out of line with the increase in costs reflected by previous bids inasmuch as since 1952 the amount of funds paid the contractor have increased 89%; and during the same ten years our traffic has decreased approximately 20%, and the amount of revenue has decreased 14%.

The increase of 20% over the last contract will represent an annual increase cost of approximately $46,380.

I. A. DeFrance
Maintenance Engineer

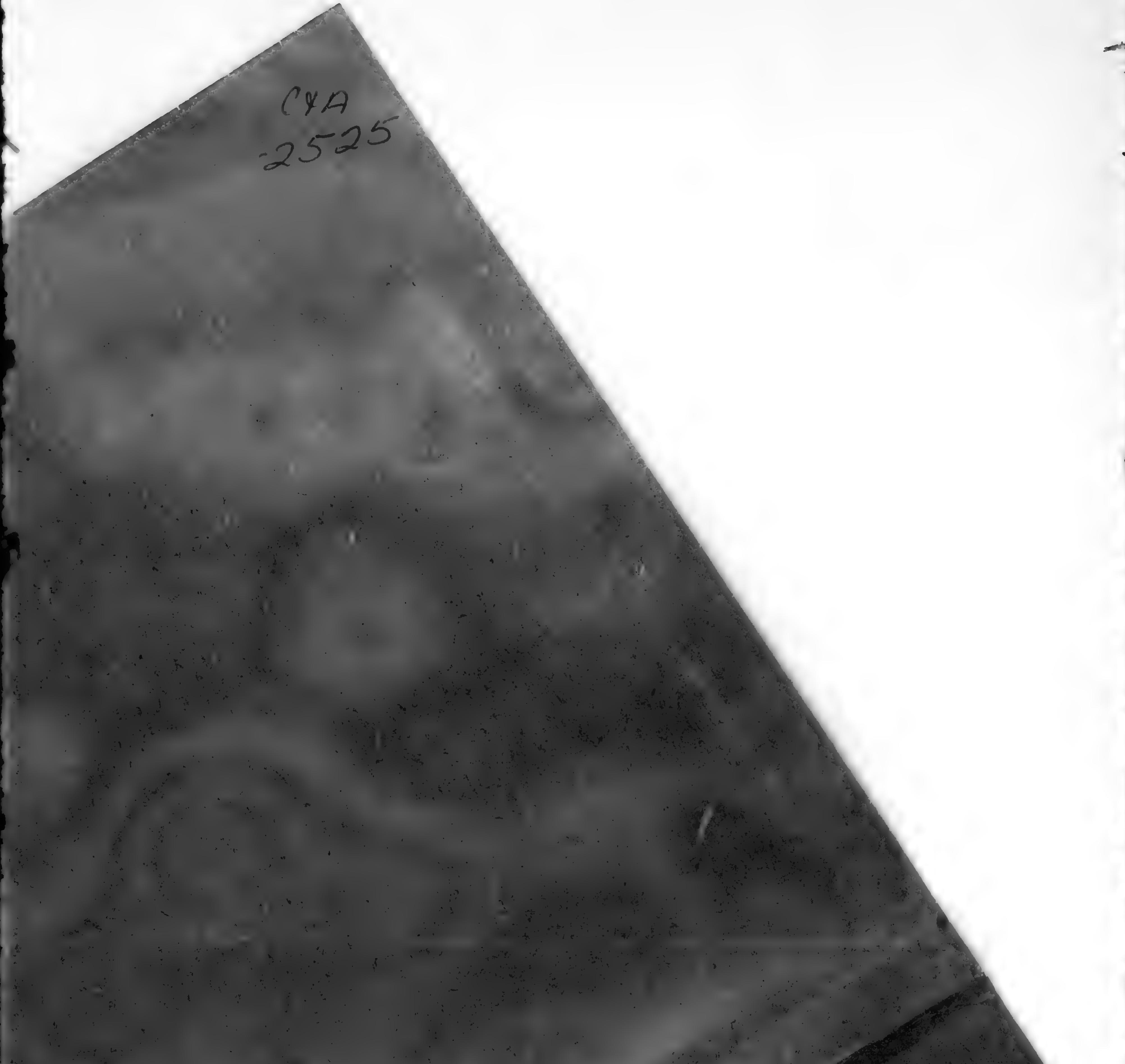
By:

E. F. Chidsey
Assistant Maintenance Engineer

EFC:sg
Attachments

cc: G. S. Paxson
R. M. Smith

S-485(1) Mt. Scott Cr. & Rock Cr. Sec., 1962
FAS 134, W. of Damascus
#6112



C+A
2525

fas 134
Clack Co

COUNTY OF CLACKAMAS

JOHN H. KEELEY
ENGINEER AND SURVEYOR

ENGINEER'S & SURVEYOR'S OFFICE

Phone OLive 6-2641

940 WARNER-MILNE RD.
OREGON CITY, OREGON 97045

RECEIVED
AUG 11
ENGINEER
COUNTY & CITY [illegible]

NOTED
DON HARWELL

August 6, 1964

NOTED
P. E. [illegible]

NOTED
R. H. PRANGE

[illegible] 6/12
[illegible] (1)

Mr. Vern R. Jones, Planning Engineer
County and City Division
State Highway Department
Salem, Oregon

Dear Mr. Jones:

Your recent background of costs on the Mt. Scott Creek-Rock Creek Section of FAS 134 within Clackamas County was very much appreciated.

As stated to you in our conversation last week, I had no intentions of reflecting any criticism toward the resident engineer involved in this project. I was in contact with him throughout the term of the project, and was aware of his actions regarding the construction phases of the work. The completed job was very satisfactory and both he and the contractor are to be complimented upon the quality of work produced.

My inquiry regards the system within which any resident engineer doing work upon a FAS project must be confined. An examination of the charge sheet you furnished me indicates that considerable engineering costs are due to lack of flexibility in the assignment of engineering crews. For instance, there is a charge for geological exploration of eighty man days. This seems extremely costly for a project of such small scope and minor geological problems. In my experience, upon such a project, the resident engineer provided the necessary decisions in lieu of such long term employment of a geologist.

The ability of a resident engineer to shift the crews in the event of a strike are, of course, limited unless other projects are available for exploration and such investigation that he can utilize existing man power. Such re-allocation of man power and the resultant costs from lack of flexibility is the criticism I am attempting to put forth. I would hope that this would be taken in the vein that it is rendered as constructive criticism to try to keep the engineering profession from adversed public criticism.

NOTED
R. JONES

Copies to Shaw
Morgan
A.E. Johnson
Powell [illegible] V.3.

I am very much interested in retaining the services of the State Highway Department and its excellent staff for work of this type; but I do believe that costs are somewhat out of line in view of the fact that general costs of similar type projects within my office seldom run over six percent of the total construction costs. Again, I hope that this will be taken in the vein in which it is intended.

Yours truly,

John H. Keeley

JOHN H. KEELEY
County Engineer & Surveyor

JHK:my

NOTED
H. S. COX

NOTED
DON HARWELL

July 10, 1964

Mr. John H. Keeley
Clackamas County Engineer
940 Warner-Milne Road
Oregon City, Oregon 97045

NOTED
P. B. [illegible]

NOTED
R. M. ALLISON

RE: Engineering Costs, Contract 6112
Mt. Scott Creek-Rock Creek Section
FAS 134, Clackamas County

NOTED
R. H. PRANGE

Dear Mr. Keeley:

As requested in your letter of July 1 regarding the excessive engineering costs on the above section, an investigation by this office is in progress and a full answer and analysis of these costs will be furnished you as soon as our information is completed.

We appreciate your bringing this matter to our attention and you may be assured that we will give it our fullest consideration.

Very truly yours,

H. S. Cox
County and City Engineer

by

Verne R. Jones
Planning Engineer

VRJ:mm

NOTED
V. R. JONES

RECEIVED
JUL 3
ENGINEER

NOTED
R. M. ALLIS

COUNTY OF CLACKAMAS

JOHN H. KEELEY
ENGINEER AND SURVEYOR

ENGINEER'S & SURVEYOR'S OFFICE

Phone OLive 6-2641

940 WARNER-MILNE RD. OREGON CITY, OREGON 97045

July 1, 1964

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Mr. Verne R. Jones
County and City Planning Engineer
State Highway Department
Salem, Oregon

Dear Sir:

The billing for $4,979.70 due the State for the Mt. Scott Rock Creek Section of FAS 134, Contract No. 6112 has been approved and will be rendered the State very shortly.

There are, however, some comments which I believe should be brought to the attention of the officials approving the expenditures upon this contract. Especially, the engineering costs are in excess of 230% of the original authorized expenditure. Having followed this job from its inception to completion and being aware of the difficulties involved, I cannot bring myself to believe that the expenditures made for engineering are correct--unless the entire engineering staff was carried through the winter on this payroll.

Based upon the amount of money expended upon this contract, engineering comprised 17% of this cost, which seems prohibitive when correlated with the known engineering costs normally contemplated for this type of work. I would request that the State review the allocation of the monies allowed for engineering within this contract to determine if an error was made.

Yours truly,

John H. Keeley
JOHN H. KEELEY
County Engineer & Surveyor

JHK:my

Analysis prepared.
To be discussed with Keeley
8-3-64 V.J.

NOTED
V. R. JON

fas 134
Clack Co

NOT
H. S. C

June 22, 1964

NOTED
P. B. [illegible]

NOTED
DON HARWELL

NOTED
R. M. ALLISON

Board of Commissioners
Clackamas County
Courthouse
Oregon City, Oregon

Gentlemen:

Final costs are now available on the Mt. Scott Creek and Rock Creek Section of FAS 134, Contract No. 6112, as shown on the enclosed cost statement.

In accordance with an agreement dated May 25, 1962, the amount of $4,979.70 is due the State. The increased cost of this project was due to the necessity of adding a floor slab to the box culvert at Rock Creek. This was explained to you in my letter dated September 14, 1962.

Very truly yours,

H. S. Cox
County and City Engineer

by

Verne R. Jones
County and City Planning Engineer

VRJ:eb
Encl.

NOTED
V. R. JONES

Fas 134
Clack Co

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-1[illegible]	[illegible] 71		[illegible]

Clackamas County
Courthouse
Oregon City, Oregon

Att: Board of Commissioners

INVOICE NUMBER
81903

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Mount Scott Creek and Rock Creek Sections, FAS 134. Covered by agreement dated September 14, 1962.			
County advance deposit		33,700.00	
Less amount previously transferred		25,7[illegible].00	
			8,000.00
County share as per attached statement		3[illegible],679.70	
Less amount previously transferred		[illegible]	
			12,979.70
Balance due			4,979.70

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $___
By

A 150 (REVISED 7-60)

Monthly transaction number RECEIVED MAY 22 1964	F PR-2A U.S. DEPARTMENT OF COMMERC (5 -57) BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number FOR FILING 9	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 5-12-64	County **Clackamas** Project number **S-485(1)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **June 29**, 19**62**, is hereby modified as follows:

Revised estimated total cost of project	$ **190,714.83**
Revised Federal funds	$ **112,264.12**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **12** day of **May**, 19**64**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. Shaw

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~BY~~ A. W. Parsons
Division Engineer

L.R. Backlund
By: L. R. Backlund, Administrative Mgr.

CEIVED
JL 3 1962
FOR FILING

6-11-62 6112

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 6-107	FOR R-2 (REV. -61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	TE Oregon
PROJECT REPORT NO. S-485 (1) 5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 6-29-62	COUNTY Clackamas PROJECT NO. S-485(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. 2 Units, 1.5 Mi. - 3.4 Mi. E. 82nd Ave.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	3-19-62	0.668
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 164,388.00	$ 103,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

ASSISTANT State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer June 29, 1962

X PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. S-485(1)

[illegible]

[illegible]

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon June [illegible], 1952

Type Code [illegible]
Location (Sta. [illegible] to Sta. [illegible]) (Sta. [illegible] to Sta. [illegible])

Clearing and Grubbing	All Req.		$ 6,500.00
Drainage Excavation Unclassified	700 cu. yds.	3.25	2,275.00
Special Borrow Excavation, Unclassified	29,400 cu. yds.	0.55	16,170.00
General Excavation, Unclassified	49,940 cu. yds.	0.37	18,477.80
Finishing Roadbed and Slopes	1.37 Miles	[illegible]	[illegible]
Rounding Cutbanks	4,[illegible] Lin. Ft.	0.10	[illegible].00
12 Inch Culvert Pipe	[illegible] Lin. Ft.	[illegible]	1,[illegible]50.00
18 Inch Culvert Pipe	90 Lin. Ft.	4.10	369.00
24 Inch Culvert Pipe	48 Lin. Ft.	8.00	384.00
36 Inch Culvert Pipe	150 Lin. Ft.	12.00	1,800.00
8 Inch Perforated Metal Drain Pipe, Uncoated	180 Lin. Ft.	2.25	405.00
Special Backfill in Drains	26 cu. yds.	[illegible]	[illegible]
Class "A" Concrete	220 cu. yds.	52.00	11,440.00
Metal Reinforcement	39,900 lbs.	0.125	4,987.50
Metal Guard Rail	1,[illegible] Lin Ft.	[illegible]	3,727.50
Guide Posts, [illegible]	20 Only	6.75	135.00
Coarse Crushed Material in Base	6,100 cu. yds.	3.35	20,435.00
3/4"-0 Material in Base	1,730 cu. yds.	3.75	6,487.50
Sprinkling	270 M. Gal.	3.00	810.00
Preparation of Base	0.67 Miles	1,000.00	670.00
3/4"-0 Material in Shoulder Course	70 cu. yds.	5.00	350.00
RC-250 Asphalt	11 Tons	60.00	660.00
Class "B" Asphaltic Concrete	2,[illegible] Tons	[illegible]	13,[illegible]
Extra for Paving Approaches	[illegible]	[illegible]	[illegible]
			$113,[illegible]

RECEIVED
JAN 29 1964

January 29, 1964

Great American Insurance Co.,
Wells-Reed-Wood-West Co.,
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

On October 30, 1963, we wrote to you concerning release of final payment on contract #6112, awarded to Steelman-Duff, Inc., for grading-paving the Mt. Scott Creek and Rock Creek Sections of FAS Route 134 in Clackamas County.

Final payment on this contract is $4,591.58 and the total contract amount is $160,007.46, including $1,938.05 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Steelman-Duff, Inc.,
1411 NE Columbia Blvd.,
Portland 11, Oregon

cc: C. H. Maison
Attn.: John Kerr

RECEIVED
JAN 16 1964

FOR FILING

6112

Salem, Oregon
January 15, 1964

Mr. G. L. Decker
Assistant Construction Engineer
Building

Referring to our conversation of January 14 in which we discussed workday charges on Contract No. 6112, Mount Scott Creek and Rock Creek Section, I no longer have the weekly report on this project, but it is my recollection that workday charges ceased on September 21.

As a matter of interest, I obtained from James Don the workday count on the East Bank Freeway grading project with which you are quite familiar. It is my feeling that the East Bank project should reflect reasonably well the season limits for this area; the soil being very fine silt which takes up water readily and loses it slowly. Mr. Don gave me the following:

September 17 to 24 - 5 days

September 24 to 28 - 4 days

October 1 to 5 - 5 days

October 8 to 12 - none

October 15 to 19 - 5 days

This ends the record on the East Bank project.

The following is from the beginning of excavation on the Minnesota project and is, for the most part, in overburden not in the clean gravel which occurs at considerable depth:

October 22 to 26 - 5 days

October 29 to November 2 - 5 days

November 5 to 9 - 1 day

This is the end of workday charges for 1963.

I still feel there is a strong possibility the two entirely different approaches to workday count covering these two projects is a matter that would bear extensive discussion at the Division Engineers' meeting.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: -

WEEK ENDING: December 20, 1963

SECTION: Mt. Scott Cr. & Rock Cr.

SECTION PREFIX: 503-1084

HIGHWAY: F.A.S. Route #134

COUNTY: Clackamas

NAME OF JOB: Mt. Scott Creek & Rock Creek

KIND OF WORK: Grading & Paving

CONTRACTOR: Steelman-Duff, Incorporated

CONTRACT NUMBER: 6112

FEDERAL AID PROJECT NUMBER: S-483(1)

DATE OF CONTRACT: May 29, 1962

DATE WORK STARTED: July 11, 1962

ESTIMATED COMPLETION DATE: October 7, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 90

WORK DAYS USED: 90

PERCENT OF TIME ELAPSED: 100%

PROJECT AUTHORIZATION: $ 186,744.55

ENGINEERING AUTHORIZATION: $ 16,666.55

EXCLUSIVE OF ENGINEERING: $ 170,078.00

ENGINEERING COST TO DATE: $ 25,000.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 161,283.05

PERCENT OF AUTHORIZATION: 150 %

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN -5.17%

DATE PROJECT WAS COMPLETED: 10-7-63

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100%	100%	100%	100%	100%	100%	100%	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.67	0.67	-	-	0.67
MILES PARTIALLY COMPLETED	0	0	-	-	0
MILES COMPLETED	0.67	0.67	100%	-	0.67
TOTAL ESTIMATED QUANTITIES (CONTRACT)	79,500	7,830	630.00	-	2,040
TOTAL QUANTITIES CORRECTED TO DATE	77,797.50	8,838	625.71	-	2,377.235
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	77,797.50	8,838	625.71	-	2,377.235
AVERAGE DAILY QUANTITIES	0	0	0	-	0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0	0	-	0
NUMBER OF SHIFTS PER DAY	0	0	0	-	0
HOURS PER SHIFT	0	0	0	-	0

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Cloudy		
MONDAY	Cloudy		
TUESDAY	Cloudy		NOTED JOHN R. OAKES
WEDNESDAY	Fair		
THURSDAY	Rain		DEC 23 1963
FRIDAY	Rain		
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-Final Estimate turned over to the Division Office, Friday, December 20, 1963.

This is the Final Weekly Report on this Project.

SIGNED Lowell A. Johnston
Resident Engineer
ADDRESS P.O. Box 4727, Sellwood Sta., Portland 2, Oregon

SEND ORIGINAL TO SALEM OFFICE ✓ (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M. cc: To the Bureau of Public Roads.

COUNTY OF CLACKAMAS

JOHN H. KEELEY
ENGINEER AND SURVEYOR

ENGINEER'S & SURVEYOR'S OFFICE

Phone OLive 6-2641

COUNTY COURT HOUSE OREGON CITY, OREGON

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
DON HARWELL

6/12

NOTED
R. M. ALLISON

November 12, 1963

NOTED
R. H. PRANCE

FAS 134

RECEIVED
DEC 31 1963
ENGINEER
COUNTY & CITY DIVISION

Mr. Keasey
Oregon State Highway Department
McLoughlin Boulevard
Milwaukie, Oregon

Dear Sir:

I can only apologize for being remise in not answering your request for a formal letter accepting the Mt. Scott Creek and Rock Creek FAS projects upon Sunnyside Road.

Enclosed is a copy of the letter I sent to the Board of County Commissioners requesting their approval on this project.

In my conversations with the Board of County Commissioners it was brought out that the project itself was very adequately constructed and that the State Highway Department was to be complimented upon its engineering and the contractor upon his workmanship during the progress of the construction of this project.

Yours truly,

John H. Keeley

John H. Keeley
County Engineer

NOTED
V. B. JONES

JHK/rn

enc.

RECEIVED
NOV 14 1963
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

NOTED
E. E. STREAM

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: John H. Keeley

DATE: October 22, 1963

SUBJ: Mt. Scott Creek and Rock Creek FAS Projects

Gentlemen:

On Monday, the 14th day of October, 1963, I made a formal inspection of the Mt. Scott Creek and Rock Creek FAS projects on Sunnyside Road.

I find that they have been completed and are in excellent shape and would, therefore, request that the Board of County Commissioners release the Oregon State Highway Department of all liability in regards to this project as it is presently incorporated within the county road and being utilized as a portion of the county road.

It should also be noted that the State Highway Department and the contractor did an excellent job and that their workmanship was of the highest calibre.

If the Board of County Commissioners will approve this letter I will notify Mr. Keasey of the State Highway Department that the County has made formal approval and acceptance of the project.

Yours truly,

John H. Keeley

John H. Keeley
County Engineer

JHK/rn

RECEIVED
OCT 31 1963
FOR FILING

6112

October 30, 1963

Great American Insurance Co.,
Wells-Reed-Wood-West Co.,
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6112 awarded to Steelman-Duff, Inc., for grading-paving the Mt. Scott Creek and Rock Creek Sections of FAS Route 134 in Clackamas County, was completed October 7, 1963, and accepted by the Highway Commission on October 28, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before November 6, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
467 Failing Bldg.,
Portland 4, Oregon

cc: Steelman-Duff, Inc.,
1411 NE Columbia Blvd.,
Portland 11, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
OCT 30 1963

FOR FILING

[illegible]

[illegible]

October 29, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed October 7 on Contract No. 6112. The contract was with Steelman-Duff Inc., and was for grading and paving on the Mount Scott Creek and Rock Creek Section of FAS Route 134 in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 28, 1963, and that you concur in this procedure at the Commission meeting on November 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw hlb

RECEIVED
NOV 18 1963
ENGINEER
COUNTY & CITY DIVISION

CONSTRUCTION DIVISION
OCT 17 1963

OREGON STATE HIGHWAY DEPARTMENT

PROJECT INSPECTION [illegible] REPORT

10-14-63

Project Name Mt. Scott & Rock Creek Sections Contract No. 6112

Highway FAS 134 (Sunnyside Road) Prefix No. 503-1084

County Clackamas F.A. No. S-435 (1)

Final inspection made on 10-14-63 (date) by C. T. Keasey

in company with L. A. Johnston, Resident Engineer; and

John Keeley, Clackamas County Engineer

NOTED
R. H. PRANGE

CHECK LIST

NOTED
DON HARWELL

Date		Date	
10-4-63	Construction signs removed.	10-4-63	Opened to traffic.
N/A	Salem Office notified to rescind construction speed zone.		
10-7-63	Contractor removed equipment from project.		
10-7-63	Roadside cleanup completed.		

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
R. M. ALLISON

REMARKS: (Appearance and riding quality of job, general quality of workmanship, etc.)

General appearance and riding quality is good on both sections. Workmanship good. All right of way commitments as apply to contract have been fulfilled. Project recommended for acceptance and letter from County Court will be forthcoming.

All contract work on this project has been completed and recommendation is made for acceptance on 10-14-63 (date). The semi-final estimate will be submitted about Nov. 15, 1963 (date).

cc:
- Office Engineer L. H. Young
- Construction Engineer F. D. Morgan
- Division Engineer A. E. Johnson
- Maintenance Engineer I. A. DeFrance
- Resident Engineer L. A. Johnston
- District Maintenance Supt. D. D. Rohrbough
- Traffic Engineer F. B. Crandall

NOTED

C T Keasey (signed) Asst. Div. Engr. (title)

RECEIVED
OCT 7 1963
FOR FILING

6112

October 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching on the Mt. Scott Creek and Rock Creek Section of FAS Route 134, Contract No. 6112, Project No. S-485(1), in Clackamas County, was completed September 12, 1963.

This work was authorized by Order for State Force Work No. 1, dated September 11, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By H

L. H. Young
Office Engineer

CT:bb

cc: J. W. Nash

RECEIVED
SEP 28 1962
FOR FILING

6112

Salem, Oregon
September 27, 1962

Increase in Authorization

Willard J. Scofield
Resident Highway Engineer
O F F I C E

This is to advise you that at its meeting on September 20, 1962, the Oregon State Highway Commission approved an increase of $18,400.00 in project authorization on Contract No. 6112, [illegible] [illegible] Creek and [illegible] Creek Section in Clackamas County.

The new authorization for construction is $186,744.55. This amount should be used in all future reports.

L. H. Young
Office Engineer
J. A. H.

DBP:sp
cc: A. E. Johnson

NOTED
Harold C. Ayers

NOTED
V. R JONES

NOTED
H. S. COX

NOTED
JOHN D. GRAHAM

NOTED
DON HARWELL

September 14, 1962

Clackamas County Commission
Courthouse
Oregon City, Oregon

Re: Scott Creek-Rock Creek Section
FAS 134, Clackamas County

Gentlemen:

There will be an overrun in costs of the above section due mainly to a change in the design of the double 12' x 8' concrete box culvert at Rock Creek. The location exploration indicated a solid rock bottom in the creek and the culvert was designed for this condition. After excavating in the area it was discovered that the solid rock was only a ledge and that a bottom slab would be required in the box.

The overrun is presently estimated at approximately $18,400. However, the finance agreement between the county and state highway will more than cover this amount and the county's share will be the normal 20% of the cost.

Very truly yours,

H. S. Cox
County and City Relations Engineer

by

Verne R. Jones
Planning Engineer

VRJ:eb
cc: John Keeley, Clackamas
County Engineer

Form [illegible] (Rev.)—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

NOTED
DON HARWELL

NOTED
Harold C. Ayers

Project Name	Mt. Scott Creek & Rock Creek Section	Date	September 12 1962
Highway	FAS Route 134	Contract No.	6112
County	Clackamas	Prefix	503-1084 ✓
Contractor	Steelman-Duff, Inc.	F. A. Project No.	s-485 (1) ✓
Address	1411 NE Columbia Blvd., Portland 11, Oregon	Order No.	4 ✓

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish and install 6-inch sewer pipe from the existing roof drains to the constructed roadbed ditch to replace drains removed during construction of driveways.

NOTED
JOHN D. GRAHAM

RECEIVED
SEP 20 1962
ENGINEER
COUNTY & CITY RELATIONS

NOTED
H. S. COX

Location by station numbers:

Right of stations 109+00, 109+60 and 110+30

NOTED
V. R. JONES

Estimate of quantities and cost:

Labor - - - -	$150.00
Equipment - - -	50.00
Material - - - -	200.00
	$400.00

Maximum equipment rental rates allowed as per AGC-State Agreement. Percentage allowed contractor to be in accordance with executed contract for this project.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Agreement between owner and county requires this work to be done. This work has not been done. No funds were set up in the orginal authorization for this work.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 168,344.55	✓
Present estimate of project cost, including $ 400.00 for work under this order	$ 186,745.77	
Expected ~~under-run~~ over-run amount	$ 18,401.22	
Expected ~~under-run~~ over-run per cent	10.93	

Sumbitted by: ______ Resident Engineer

Approval Recommended: ______ Construction Engineer or Bridge Engineer

Approval Recommended: ______ Division Engineer

Approved ______ OFFICE ~~Deputy State Highway Engineer or Assistant State Highway Engineer~~

State Printing [illegible]

RECEIVED
1 1962
FOR FILING
6112

August 30, 1962

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization for Contract No. 6112, grading and paving the Mt. Scott Creek and Rock Creek Sections of FAS Route 134 in Clackamas County, is anticipated. The contractor on this section is Steelman-Duff, Inc., of Portland.

The original project authorization was $168,344.55. The present anticipated cost is $186,745, indicating an overrun of approximately $18,400, or 10.93 per cent.

The major reason for the overrun is the need for a design change on a box culvert at Rock Creek. The location exploration indicated a solid rock bottom in the creek and the culvert was designed for this condition. After excavating in the area, it was discovered that the solid rock was only a ledge and that a bottom slab would be required in the box.

This matter will be presented to you at the September 20 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
V. D. Wolfe
F. D. Morgan
M. S. Cox
C. H. Maison

CHB:fp:er
R. L. Porter

RECEIVED
NOV 20 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name: Mt. Scott Creek - Rock Creek Section
Date: August 20, 1962
Highway: FAS Route 134
Contract No.: 6112
County: Clackamas
Kind of Work: Grading & Paving
Contractor: Steelman - Duff, Inc
Contract Amount: $ 144,844.60
6112

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
Item No. 8 12-inch culvert pipe	330 Lin Ft	3.00	≠ $ 990.00
" 14 Class A Concrete	140 Cu. Yd.	52.00	7,280.00
" 15 Metal Reinforcement	34,200 lb.	0.125	4,275.00

Minor items, unitemized algebraic total (See attached sheet #1) ≠ 3,944.70

Subtotal ≠ $ 16,489.70

Approved work orders (Price, extra work and state force orders) (See attached sheet #2) $ 2,295.00

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

Minor items, unitemized algebraic total $ 0

Subtotal $ 11,971.17

Authorization for engineering $ 4,695.37

Expected over-run of engineering authorization $ 0

Costs not included above (explain) $ 6,449.93

Allowance for future contingencies (88.84 % of work remaining) ($143,231.80) $ 0

Credits to come from transfers and deductions $ 186,745.77

Present estimate of project cost

Brief Statement of principal causes of over-run: Additional culvert pipe is required to construct approaches as stipulated in the right-of-way agreements. Additional concrete and metal reinforcement is due to change in design of the box culvert at station 18/47 to include a floor slab. Additional engineering authorization is due primarily to delay in construction caused by the iron workers strike.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 168,344.55
Present estimate of project cost $ 186,745.77
Expected over-run (Amount) $ 18,401.22
Expected over-run (per cent) 10.93

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer
Confirmed by: Division Engineer
Noted by: Construction or Bridge Engineer
Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

Report on Expected Over-run of Project Authorization
Mt. Scott Creek - [illegible] Creek Section
FAS Route 134
Contract No. 6112

Sheet No. 1
Expected Over-run Minor Contract Items

Item	Quantity	Unit Price	Amount
Item #5 Drainage Excavation, Unclassified	100 C.Y.	$2.25	225.00
9 18-inch Culvert Pipe	162 Lin. Ft.	4.10	664.20
10 24-inch Culvert Pipe	34 Lin. Ft.	8.00	272.00
11 36-inch Culvert Pipe	38 Lin. Ft.	12.00	456.00
12 6-inch Perforated Metal Drain Pipe, Uncoated	20 Lin. Ft.	2.25	45.00
18 Coarse Crushed Material In Base	300 C.Y.	3.35	1,005.00*
19 3/4"-0 Material in Base	170 C.Y.	3.75	637.50*
24 Class "B" Asphaltic Concrete	60 Ton	6.50	390.00*
25 Extra for Paving Approaches	6 Each	25.00	150.00*
		Total	$3,844.70

* Included in Project Authorization under additional anticipated items, "Construct Additional Approaches (R/W) Obligation.

Report on Expected Over-run of Project Authorization
Mt. Scott Creek - Rock Creek Section
FAS Route 134
Contract No. 6112

Sheet No. 2
Approval Work Orders

E.W.O.	# 1	Flagging	$1,500.00
	# 2	Signing	250.00
	# 3	Adjust Mail Boxes	195.00
S.F.O.	# 1	Seeding & Mulching	350.00
		Total	$2,295.00

Form E-256—5000

OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPOR

Section Mt. Scott Cr. and Rock Cr.
Kind of work Grading and Paving
Contractor Steelman-Duff, Inc.

County Clackamas
Highway FAS Route 134
Date of award May 29, 1962

Work done to
Workdays Specified: 90 Us
Estimated date of completion

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed to Date			To Com
				Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity
Sheet 1 of 2													
1. Clearing and Grubbing	Lump Sum			All Spec.	$ 6,500	00	[illegible]	[illegible]					
2. Removal of Mt. Scott Creek Bridge	Lump Sum			All Spec.	3,300	00	[illegible]	[illegible]	00				
3. Drainage Excavation, Unclassified	cu.yd.	$ 3	25	750	2,437	50	[illegible]	[illegible]	00				
4. Special Borrow Excavation, Unclassified	cu.yd.		55	29,400	16,170	00	[illegible]	[illegible]	00				
5. General Excavation, Unclassified	cu.yd.		37	50,100	18,537	00	[illegible]	[illegible]	00				
6. Finishing Roadbed and Slopes	miles	1500	00	.670	1,005	00	[illegible]	1,005	00				
7. Rounding Cutbanks	lin.ft		10	4,600	460	00	4,600	460	00				
8. 12-inch Culvert Pipe	lin.ft	3	00	650	1,950	00	680	2,040	00				
9. 18-inch Culvert Pipe	lin.ft	4	10	90	369	00	[illegible]	[illegible]	00				
10. 30-inch Culvert Pipe	lin.ft	8	00	48	384	00	82	656	00				
11. 36-inch Culvert Pipe	lin.ft	12	00	150	1,800	00	188	2,256	00				
12. 8-inch Perforated Metal Drain Pipe, Uncoated	lin.ft	2	25	180	405	00	200	450	00				
13. Special Backfill in Drains	cu.yd.	5	00	26	130	00	26	130	00				
14. Class A Concrete	cu.yd.	52	00	630	32,760	00	770	40,040	00				
15. Metal Reinforcement	lb.		125	92,000	11,500	00	126,200	15,775	00				
16. Metal Guard Rail	lin.ft	2	52	1,480	3,729	60	1,480	3,729	60				
17. Guide Posts PW 1	each	6	75	20	135	00	20	135	00				
18. Coarse Crushed Material in Base	cu.yd.	3	35	6,100	20,435	00	6,400	21,440	00				
~~Totals~~ Subtotal					$122,007	10		137,311	50				

(a)

(b)

Instructions: If an increase in construction authorization has been approved by the Highway Commission show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".
Do not include "materials on hand" in any amounts shown on this form.

Form E-256-3000

OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPOR

Section: Mt. Scott Cr. and Rock Cr.
Kind of work: Grading and Paving
Contractor: Steelman-Duff, Inc.
County: Clackamas
Highway: FAS Route 134
Date of award: May 29, 1962
Work done to
Workdays Specified: 90
Estimated date of completion

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Comp Quantity
Sheet 2 of 2									
Subtotal brought forward				$122,007 10		[illegible]			
19. 3/4" - 0 Material in Base	cu.yd.	$ 3 75	1,730	6,487 50					
20. Sprinkling	M-gal.	3 00	270	810 00					
21. Preparation of Base	mile	1000 00	.67	670 00					
22. 3/4" - 0 Material in Binder Course	cu.yd.	5 00	70	350 00					
23. RC-250 Asphalt	ton	60 00	11	660 00					
24. Class "B" Asphaltic Concrete	ton	6 50	2,040	13,260 00					
25. Extra for Paving Approaches	each	25 00	24	600 00					
(Subtotal, Contract Bid Items)				$144,844 60					
Flagging EW #1				1,500 00					
Signing EW #2				250 00					
Seeding and Mulching				350 00		350 00			
Adjust Mail Boxes EW #3				195 00				Cost included in	
Construct Additional Approaches (R/W Obligation)				2,500 00		[illegible] 13			
Contingencies				6,733 78		[illegible] 54			
Engineering				11,971 17					
Totals				$168,344 55		[illegible]			

(a)

(b)

Instructions: If an increase in construction authorization has been approved by the Highway Commission show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".
Do not include "materials on hand" in any amounts shown on this form.

RECEIVED
JUN 15 1962
FOR FILING

6112

June 14, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 11, 1962, on Contract No. 6112, Mt. Scott Creek and Rock Creek Section, in Clackamas County, in connection with Federal Aid Project No. S-485(1).

Very truly yours,

G. S. Paxton
Deputy State Highway Engineer

By J.AH

For L. H. Young
Office Engineer

DBP:ra

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
H[illegible]d C. Ayers

NOTED
DON HARWELL

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/1/62	CC 753		503-1084-297

INVOICE NUMBER 74622

Clackamas County
Oregon City,
Oregon
Attn: Board of County Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$33,700.00
Partial transfer of county advance deposit for Mt. Scott Creek and Rock Creek Sections, FAS 134. Covered by agreement dated May 25, 1962.			25,700.00
To be retained			$ 8,000.00

NOTED
R. JONES

Cash Received with Agreement
By

A 150 (REVISED 7-60)

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
JOHN D. GRAHAM

May 25, 1962

Clackamas County Board of County Commissioners
Clackamas County Courthouse
Oregon City, Oregon

Gentlemen:

On May 23, a satisfactory bid was received from Steelman-Duff, Inc., of Portland, Oregon for construction of the Mt. Scott Creek and Rock Creek Sections of FAS 134. As per agreement between County and State, the following advance deposit is required of the County prior to awarding of the contract:

Bid Items	$144,844.60
Anticipated Additional Item (Flagging)	1,500.00
Seed & Mulch	250.00
Adjust Mail Boxes	195.00
Construct Additional Approaches	2,500.00
Sign	350.00
Engineering & Contingencies, 12-1/2%	18,704.95
Estimated Total Cost	$168,344.55

County Advance Deposit
20% of $168,344.55 = $33,668.91 -- or say $33,700

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $33,700, forwarding same to this office. When this deposit is received, a contract can be awarded for this project.

There were eleven bidders on this project and bids ranged from $144,844.60 to $211,807.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V. R. Jones
County & City Relations Planning Engineer

VRJ:mm

RECEIVED
JUL 10 1962

FOR FILING
[illegible]
6112

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
May 31, 1962

Agenda Item 4-a
Finance Agreement
FAS 134, Clackamas County

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a finance agreement with Clackamas County covering the Mt. Scott Creek and Rock Creek Sections of FAS 134 in Clackamas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Clackamas County.

Secretary

rn
Attach: 1

RECEIVED
MAY 16 1962

FOR FILING
5-485 (1)

1-112

May 15, 1962

Oregon State Highway Commission

Gentlemen:

On September 29, 1960, you approved a project known as the Mt. Scott Creek and Rock Creek Sections of FAS Route 134 in Clackamas County. This is a segment of the Sunnyside County Road.

On the agenda for the May 23 Highway Commission meeting, there will be for your consideration an agreement with Clackamas County covering a regular federal-aid secondary highway project on these sections, which is estimated to cost $230,000.

It is recommended that you approve this matter and authorize the Secretary to sign the agreement.

Very truly yours,

F. H. Stephenson
Acting State Highway Engineer

cc Mr. R. L. Porter
Mr. C. H. Maison

RLP:ajw:er

Mr. V. D. Wolfe
Mr. H. S. Cox

Salem, Oregon
May 3, 1962

Mt. Scott Creek & Rock Creek Section
FAS 134, Clackamas County

Mr. Fred Klaboe
Assistant Construction Engineer
OFFICE

NOTED
R. H. PRANGE

Wednesday, May 2, Mr. Len Taylor, Right-of-way Agent for Clackamas County, brought in right-of-way certificates for the Mt. Scott Creek and Rock Creek Section, FAS 134, Clackamas County.

Due to these negotiations, certain changes will be necessary and as the plans on this project are complete this method is being employed to bring these changes to your attention as well as to the attention of the resident engineer to whom this project will be assigned.

Property owner, Mr. Tallstrom: Additional access to be located approximate station 16+50 and blacktopped to right-of-way line. Access presently proposed at station 11 to be moved to approximately 10+15 (see sketch).

Property owner, Mr. Westing: An additional approach at location of Westing's choice.

Property owner, Mrs. Vednais: As the original steps were a small installation whereas new installation will be of considerable magnitude, it is felt that the new steps should become a right-of-way obligation. Location of the new steps should be made in the field to the satisfaction of the property owner.

Property owner, Latourette's Property, Inc: This is an additional access.

Property owner, Mr. Norton and Mrs. Ellis: Access to these properties is slightly unusual in the extra length involved. Blacktopping to go to road split.

Property owner, Mr. Allison: An extra access is involved here due to circular driveway. Drainage must also be revamped due to random fill along roadbed.

Mr. Taylor has furnished a detailed list of all obligations for each property owner involved. This list with attached notations from this office is being forwarded to the Resident Engineer, Willard Scofield, P. O. Box 4699, Portland 2, Oregon.

H. S. Cox
County and City Relations Engineer

HSC:mm

cc: Frank Hall
Willard Scofield

For Co & City Files.

O.K.

NOTED
DON HARWELL

NOTED
R. H. PRANGE

INTER OFFICE CORRESPONDENCE

NOTED

TO: Board of County Commissioners

FROM: Len Taylor

DATE: March 16, 1962

RE: Sunnyside Road, Mkt. Rd. 29 (Rock Creek)

Dear Sirs:

Mr. Newbry will deed the necessary property for the above project in return for the following considerations.

will be moved by end of May by Co.

1. Move garage 10' South. I have talked to Mr. Thoms about this and he estimates the County cost at approximately $400.00.

notify Res Engr.

2. Hickory nut tree at Station 8+47 must be saved.

Relocate this property corner pipe.

3. Iron pipe placed at northwest corner of property at new line.

4. $100.00 for taking and damage.

I would recommend this offer be accepted.

Sincerely,

Leonard Taylor

Leonard Taylor
Right-of-Way Agent

LT/ls

APPROVED BY
Board of County Commissioners
CHAIRMAN
MAR [illegible] 1962
COMM
Ely
COMM

O.K.
[illegible]
[illegible]

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: April 24, 1962

RE: Sunnyside Road, Mkt. Rd. 29 (Rock Creek Section)

Dear Sirs:

Mr. Tallstrom has agreed to deed the necessary property for the above project in return for the following considerations:

to be done by Co. 1. All cut banks to be seeded.

2. Access to be provided at approximately Station 16+50; blacktop to right of way line. ← additional

Send plans to design. 3. Driveway to be installed as planned by Mr. Cartwright of State Highway Comm. Blacktop to Station 12+30. " to 13+15

4. $5000.00 for taking and damage.

This I believe to be a fair offer and would suggest it be accepted.

Sincerely,

Len Taylor

Len Taylor
Right of Way Agent

LT/ls

APPROVED BY
Board of County Commissioners
CHAIRMAN
APR 2 1962
COMM.
COMM.

O.K.

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

DATE: April 13, 1962

FROM: Len Taylor

RE: Sunnyside Road - Rock Creek Section - M. R. #29

Dear Sirs:

Mr. Miller, Manager of the Sunnyside Telephone Company has agreed, subject to approval of the Board of Directors, to the deeding of the necessary property for the above improvement for the following considerations:

Completed by Co. 1. Clear the poplar trees on the Southeast corner of the Westing property by April 20, 1962.

will be done by Co. 2. Clear trees from the Rock Creek Section on Tallstrom's and Sunnyside Telephone Company property on the South side of the road as soon as the property is negotiated for.

Under Cont. 3. Construct approximately 750 feet of road from the Northwest corner of Company property 12' gravel surface.

4. Consideration to be $350 for taking and drainage.

I believe this to be a reasonable offer and suggest it be accepted.

Sincerely,

LEONARD TAYLOR
Right-of-Way Agent

LT/dab

ok.

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: March 16, 1962

RE: Sunnyside Road, Mkt. Rd. 29 (Mt. Scott Creek)

Dear Sirs:

Mr. Roberson has agreed to deed the necessary right-of-way for the above project in return for the following.

Suitable access tiled and rocked to property line at Station 109+93.62 east.

Roof drain to be moved if necessary.

May be necessary to
lower drive to circle drive

West end of circle drive to be contoured.

Cash for damage and taking, $350.00

I would suggest this offer be accepted.

Sincerely,

Leonard Taylor

Leonard Taylor
Right-of-Way Agent

LT/ls

APPROVED BY
Board of County Commissioners
........CHAIRMAN
MAR [illegible] 1962
........COMM.
........COMM.

Copy to Westing

Write
to [illegible]
[illegible]

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: February 20, 1962

RE: Market Road 29 (Mt. Scott Cr.)

Dear Sirs:

to be placed on Plans.

Mr. Westing has agreed to a price of $250.00 for the taking of land and four (4) trees necessary for the above project; plus the installation of a driveway which would include tile, not to exceed 18', and gravel. Mr. Westing will locate the driveway.

I feel this is the best offer I can negotiate and suggest it be accepted.

Yours truly,

Len Taylor

Leonard Taylor
Right of Way Agent

AP[illegible]
Board [illegible]

LT/ls

OK.

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: February 26, 1962

RE: Sunnyside Road, Market Road #29 (Mt. Scott Cr.)

Dear Sirs:

Mrs. Weaver has consented to the following terms as consideration for right of way necessary for above project.

1. Provide 30' access at Northwesterly corner of property, to include tile and gravel to property line.

County. 2. Fence to be moved to new property line.

3. Gate to be kept closed when used for access to property.

~~4. Cedar trees and fir trees on westerly bank of Mt. Scott Creek are not to be disturbed.~~

5. Description in deed to be metes and bounds.

6. Amount of consideration to be $525.00.

I believe this to be a fair offer and suggest it be accepted.

Sincerely,

Len Taylor

Len Taylor
Right of Way Agent

LT/ls

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: March 12, 1962

RE: Sunnyside Road, Mkt. Road 29 (Mt. Scott Creek)

Dear Sirs:

Mr. and Mrs. Hylton have agreed to deed the necessary property for the above project in exchange for $210.00.

I would recommend the acceptance of this offer.

Sincerely,

Leonard Taylor

Leonard Taylor
Right-of-Way Agent

LT/ls

APPROVED
Board of County Commissioners
CHAIRMAN
3/12/62
COMM.
COMM.

Not to [illegible]

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: March 8, 1962

RE: Sunnyside Road - M. R. #29 - Mt. Scott Creek

Dear Sirs:

Mrs. Vadnais' Attorney, Mr. Brewster has agreed to deed the necessary property for the above improvement for the following considerations:

Under Cont

1. Concrete steps to be built to replace those removed. To include hand rails.

2. $725 - Vadnais to furnish title insurance.

This, I believe to be the best deal we can make and suggest the acceptance.

Sincerely,

Leonard Taylor

LEONARD TAYLOR
Right-of-Way Agent

LT/dab

3-[illegible]-62

O.K.

INTER OFFICE CORRESPONDENCE

TO: Board of Commissioners

FROM: Len Taylor

DATE: February 26, 1962

RE: Sunnyside Road M. R. #29 (Mt. Scott Creek)

Dear Sirs:

Mr. Durham has agreed to deed the necessary right-of-way for the above project in return for blacktopping his driveway from the road to the garage, a distance of approximately 70 feet by 16 feet wide. His driveway will be steepened considerably by a cut of about four feet.

about 150.00

Back charge to County outside of R/W.

I consider this to be a fair offer and suggest that it be accepted.

Sincerely,

Len Taylor

LEONARD TAYLOR
Right-of-Way Agent

LT/dab

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: February 19, 1962

RE: Sunnyside Road - Market Road #29 (Mt. Scott Cp.)

Dear Sirs:

Mr. Jacob Hertel has agreed to a price of $6500.00 plus moving of his fence for the taking and damage involved in the above project.

I feel this to be a fair settlement and would advise that it be accepted.

Sincerely yours,

Len Taylor

Leonard Taylor
Right-of-Way Agent

Change to FAS

[illegible] BY

LT/ls

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: March 16, 1962

RE: Sunnyside Road, Mkt. Rd. 29 (Mt.Scott Creek)

Dear Sirs:

Mr. Simmons has agreed to deed the necessary right of way for the above project in return for $75.00 and the relocating of his fence.

I would suggest the acceptance of this offer.

Sincerely,

Leonard Taylor

Leonard Taylor
Right of Way Agent

LT/ls

APPROVED BY
Board of County Commissioners
CHAIRMAN
MAR - 1962
COMM.
Ely COMM.

Note to [illegible]
Extra Driveway.

INTER OFFICE CORRESPONDENCE

TO: Board of Commissioners

FROM: Len Taylor

DATE: March 2, 1962

RE: Sunnyside Road, M. R. 29 - Mt. Scott Creek

Dear Sirs:

Latourette Property, Inc., is willing to deed the necessary property for the above improvement in exchange for a 50' access tiled and rocked to property line. and $210.00.

Not to be blacktopped

I believe this to be a fair offer and would suggest it be accepted.

Sincerely,

Len Taylor

Leonard Taylor
Right-of-Way Agent

LT/ls.

Latourette

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: April 16, 1962

RE: Sunnyside Road - Rock Creek Section Mkt. Rd. 29

Dear Sirs:

Mrs. Jean Luchs has agreed to deed the necessary property for the above project for $50.00. The taking is .03 of an acre.

I would suggest this offer be accepted.

Sincerely,

Len Taylor

Len Taylor

LT/ls

4-16-62

O.K.

INTER OFFICE CORRESPONDENCE

TO: Board of Commissioners

FROM: Len Taylor

DATE: April 2, 1962

RE: Sunnyside Road, Mkt. Road #29 (Rock Creek)

Dear Sirs:

Mr. Isaacs has agreed to deed the necessary property for the above project in return for the following considerations.

Contractor to notify County when work begins in this area.

1. Fence from barn west to be laid back on Isaac property.

Backcharge Extra length to County.

30" concrete
4.75

2. Culvert that is to be placed across the road at beginning of project is to be extended northeasterly to fence a distance of approximately 30 feet.

STA 7+60

3. $1500.00.

I believe this to be a fair offer and would recommend it be accepted.

Sincerely,

Leonard Taylor

Leonard Taylor
Right-of-Way Agent

4/2/62

1962

LT/ls

Roy L. Allen
JoAnn C. Allen

O.K.

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE:: April 26, 1962

RE: Sunnyside Road, Mkt. Road 29

Dear Sirs:

Mrs. Lovejoy has agreed to deed the necessary land for the above project in return for the following considerations:

By County [illegible] job is started.

1. Adjust well house to slope of fill with concrete blocks.

2. Provide underground wiring for electric pump.

I believe this offer to be fair and suggest it be accepted.

Sincerely,

Len Taylor

Len Taylor

LT/ls

APPROVED BY
Board of County Commissioners
CHAIRMAN
APR 2[illegible] 1962
COMM
COMM

Note
to [illegible]

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: May 1, 1962

RE: Sunnyside Road, Mkt. Rd. 29

Dear Sirs:

Mr. Norton and Mrs. Ellis will deed the necessary property for the above improvement in return for approximately 20' of 12" culvert across the driveway approximately 160' from the center line to take care of drainage from the hill north of the road at Station 19+30.

I believe this to be a fair offer and suggest it be accepted.

Sincerely,

Leonard Taylor

Leonard Taylor

Drive to be blacktopped & drainage
under contract to ~~[illegible]~~
OK to Road split

LT/ls

APPROVED BY
Board of County Commissioners

APR 30 1962

COMM
COMM

Note to
[illegible]
Extra access +
revamp drainage.

INTER OFFICE CORRESPONDENCE

TO: Board of County Commissioners

FROM: Len Taylor

DATE: April 11, 1962

RE: Sunnyside Road, Mkt. Road 29 - Rock Creek Section

Dear Sirs:

Mr. Allison has agreed to deed to Clackamas County the necessary property for the above project in return for the following considerations:

1. Ditch on North side of project between Station 15+88 and 17+50 to be filled as indicated by cross section prepared by Mr. Cartwright of State Highway Department.

2. Material for this fill to be taken from between East side of Allison's garage and East property line.

3. 18" tile to be placed in front of house to replace 15" installed by Mr. Allison.

Present pipe to be replaced under Contract.

4. Access to build at old location West of house.

5. Easement to be acquired from Morton to be used for access to property West of creek.

6. $850.00 for taking, damage and 1 large fir tree.

I believe this to be a fair offer and would advise it be accepted

Sincerely,

Leonard Taylor

Leonard Taylor

LT/ls

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. S-485(1)

Highway No. FAS 134

Name of Project Mt. Scott-Rock Creek Sections

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Oregon City, Oregon, this 1st day of May, 1962.

Clackamas County ~~[illegible]~~ Board of Commissioners

Chairman ~~[illegible]~~

Commissioner

Commissioner

3 Copies to Saling

V.J

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
DON HARWELL

March 14, 1962

Mr. Glen Taylor
Clackamas County Road Department
Courthouse
Oregon City, Oregon

File No. 33605-A, Option
Mt. Scott Creek Section
Sunnyside County Road
FAS 134

NOTED
R. H. PRANGE

Dear Mr. Taylor:

Enclosed is one revised option form in triplicate covering right-of-way to be acquired in connection with the Mt. Scott Creek Section of the Sunnyside County Road in Clackamas County.

File No.	Name	Area
33605-A	John C. Roberson, et ux	0.02 acre

This description has been revised to reduce the right-of-way so as not to encroach on the owner's septic tank drain field. For your information we are enclosing a copy of the "Request for Revision" form.

We are forwarding under separate cover three prints of Map No. 10C-25-18 covering this area and bearing our date of March 12, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V R Jones
V. R. Jones
County & City Relations Planning Engineer

VRJ:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED

FORM E 30X---50M--3 61---38682

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 6, 1962

SUBJECT: Change in R/W Taking
J.C. & A.K. Roberson Prop.
Mt. Scott Cr. & Rock Cr. Sections
FAS Route 134
Clackamas County

To: Mr. F. D. Morgan
Construction Engineer
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
DON HARWELL

On Thursday, March 1, 1962, this office was contacted by Mr. Leonard Taylor, Right of Way Agent, Clackamas County, in reference to the proposed right of way taking from the J.C. and A.K. Roberson property. The present proposed taking is an additional 10 feet of right of way from Station 108/00 to Station 109/93.62 P.S.C., making a total right of way of 40 feet right of centerline.

During Mr. Taylor's investigation of the proposed taking it was found that the owner has a septic tank drain field installed within the area of the taking. It is Mr. Taylor's opinion that reconstruction of the drain field isn't feasible. Clackamas County doesn't want to have the drain field on County right of way. It is Mr. Taylor's request that the proposed taking be reduced from 10' addition to 5' addition R/W, thus making a total R/W of 35' right of centerline.

The proposed reduction in taking necessitates a revision in cut slope design from Station 108/50 to Station 110/00. The slope will have to be reduced from the present design of 1½:1 to a slope of 1¼:1. This brings the slope catch within the desired 35' right of way.

It is recommended that the steeper slopes be used and that the right of way be reduced to 35' from Station 108/00 to 109/93.62 as indicated on the enclosed sketch map.

E. S. Hunter

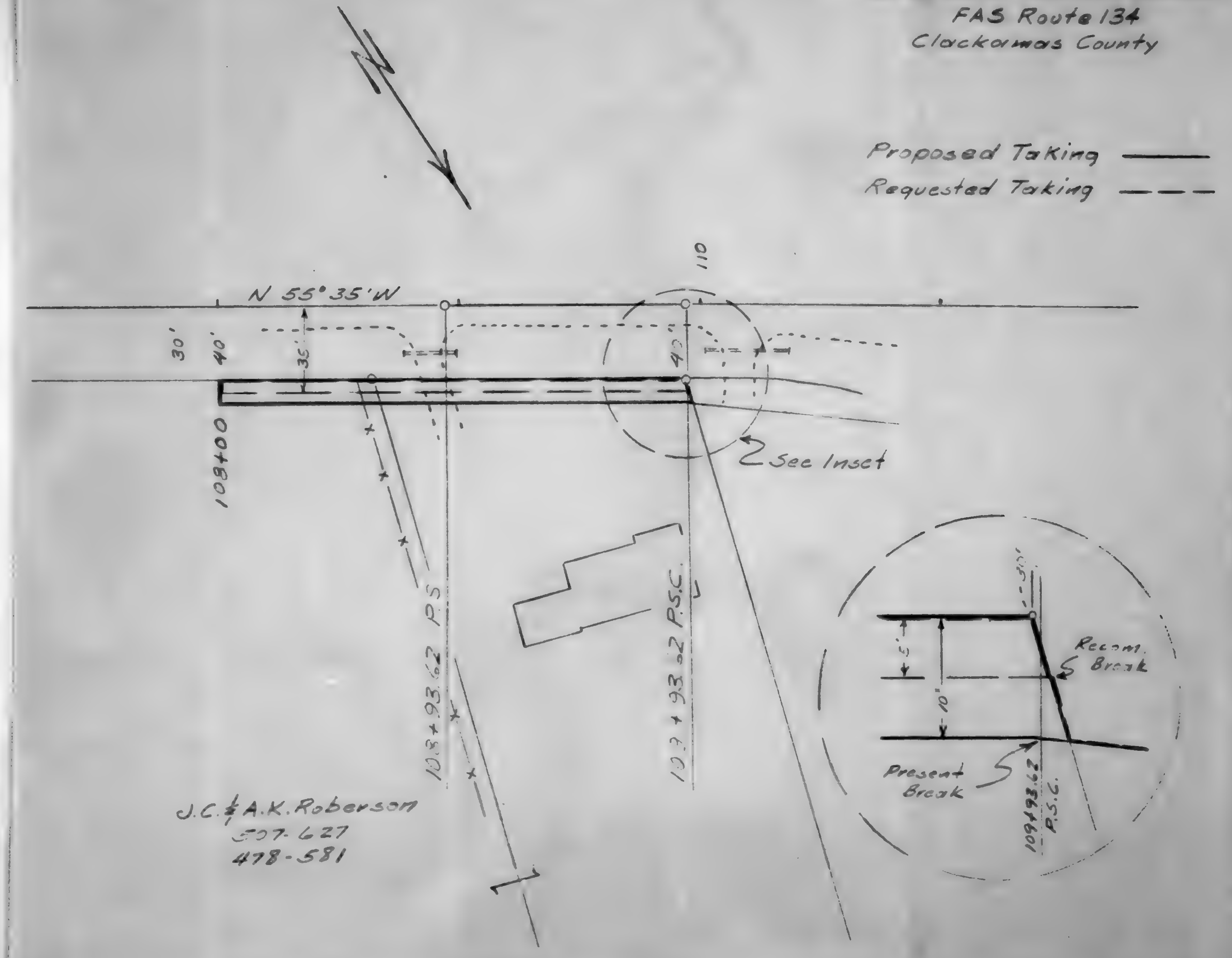
E. S. HUNTER
Assistant Division Engineer

Enc.

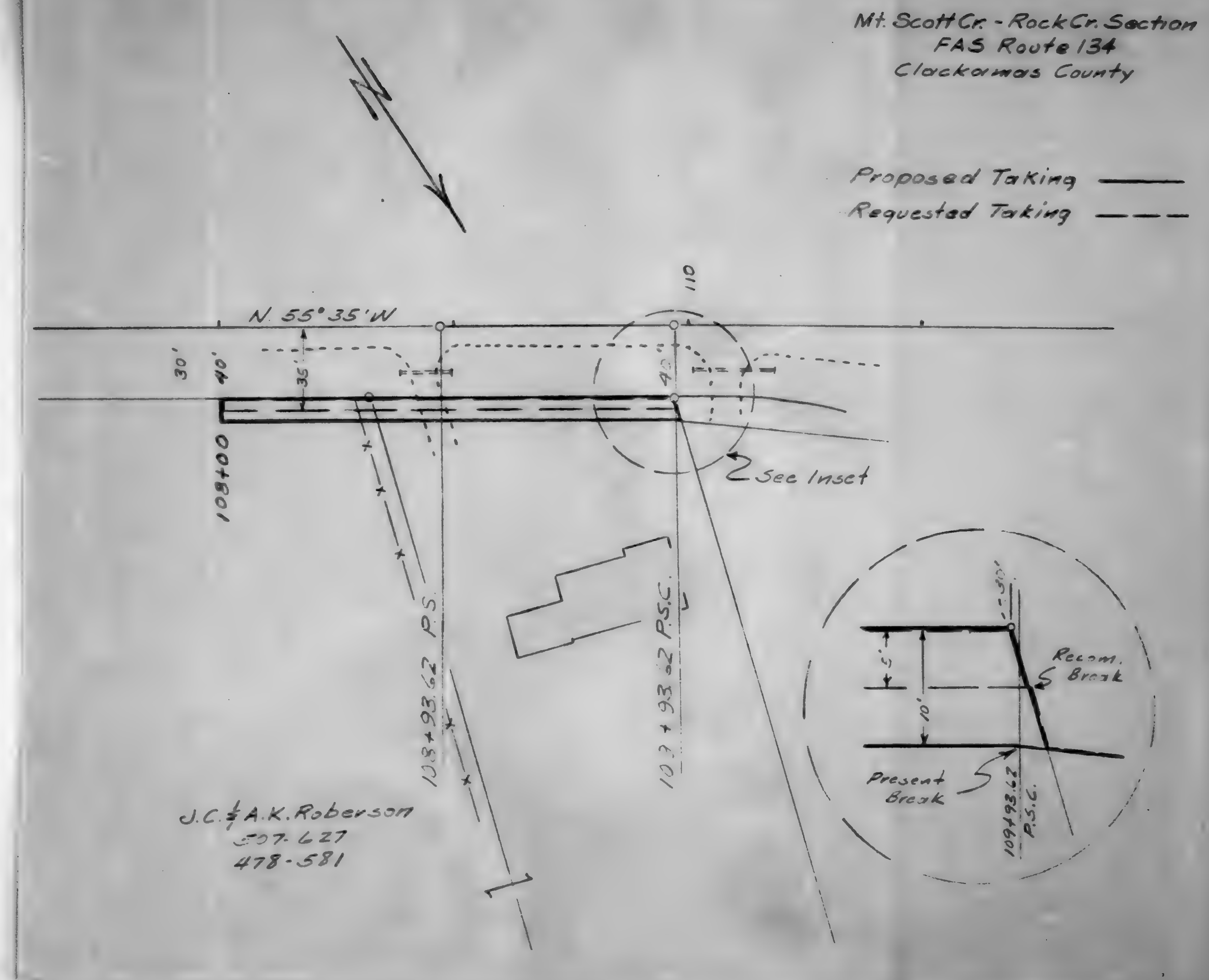
cc: H. S. Cox
Leonard Taylor,
Clackamas Co. R/W Agent

RECEIVED
MAR - 7 1962
ENGINEER
COUNTY & CITY RELATIONS

Mt. Scott Cr. - Rock Cr. Section
FAS Route 134
Clackamas County



Mt. Scott Cr. - Rock Cr. Section
FAS Route 134
Clackamas County



NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
DON HARWELL

January 31, 1962

RECEIVED
FEB 2 1962
ENGINEER
COUNTY & CITY RELATIONS

Mr. Wm. J. Lundy
Engineer
Sunnyside Telephone Company
Route 1, Box 283
Clackamas, Oregon

Dear Mr. Lundy:

I have reviewed your plan for a revised entrance to the Sunnyside Telephone Company. This plan meets with the approval of the county road department.

Sincerely yours,

John C McIntyre

John C. McIntyre
Asst. County Engineer

JCM/rm

cc: Mr. H. S. Cox, Engineer
State of Oregon
Highway Department
Salem 10, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
H. S. COX

SUNNYSIDE TELEPHONE COMPANY
ROUTE 1, BOX 283 • CLACKAMAS, OREGON

Jan. 26, 1962

RECEIVED
JAN 30 1962
ENGINEER
COUNTY & CITY RELATIONS

State of Oregon
Highway Department
Mr. H. S. Cox, Engr.
Salem, 10, Oregon

NOTED
DON HARWELL

Dear Mr. Cox:

Enclosed are copies of a sketch showing approach roads to the Sunnyside Telephone Company property.

The sketch differs from your map (F.A.S. route 134 sheet 4) primarily in the width of the main approach and the addition of the guard rail.

It will be imperative to maintain access to our property during construction of the project. Traffic in and out of our property is fairly heavy, comprised of movement of our construction, maintenance, and installation people, suppliers' trucks, as well as customers who come in to pay their bills. Because of this a temporary Easement will be given so that an access road can be constructed, if you think it advisable, which would keep the traffic clear of the major portion of this construction project.

We plan to maintain our pole line along the present route, in the Rock Creek Section, by replacing existing poles with poles of sufficient height to clear proposed driveways. This work would be completed in advance of your project and it would mean that our new poles would be so placed in the fill and cut sections, that upon completion of your project, these poles would end up with the proper setting depth.

Could you arrange to get us written approval of this plan from some one in authority in the County Road Dept., as well as your approval?

NOTED
JOHN D. GRAHAM

Yours Truly,

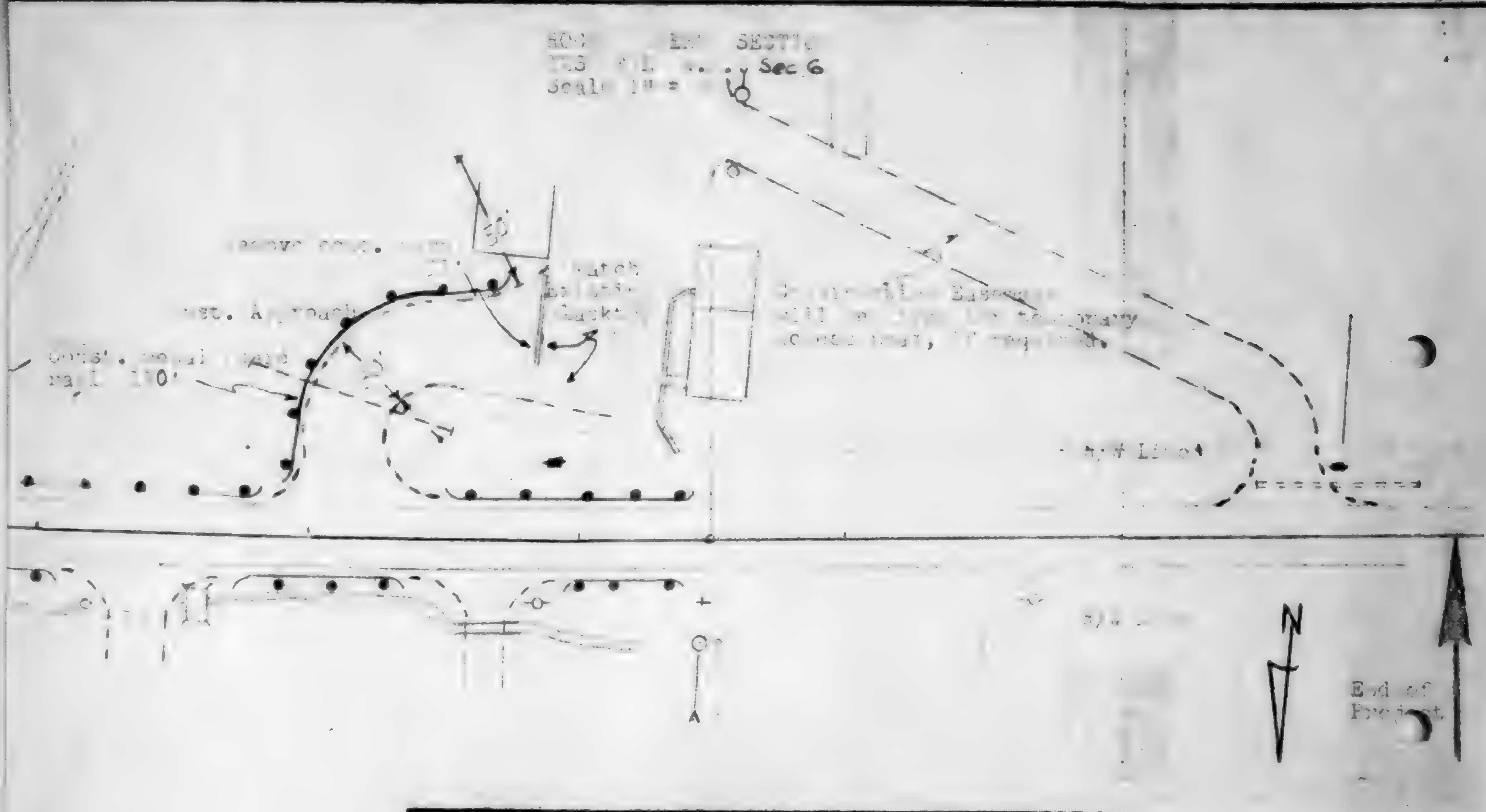
Wm. J. Lundy

Wm. J. Lundy, Engr.

Encl/

Copies to John Keeley
& Frank Hall
1-30-62 V. J.

Pole Line moving will be referred to Hunter at Division



REVISIONS		
NO.	DATE	BY
1		
2		
3		
4		
5		

S[illegible] TELEPHONE COMPANY

DRAWN BY W.L	SCALE 1"=[illegible]	MATERIAL
CHK'D	DATE [illegible]	DRAWING NO.
TRACED	APP'D	

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. H. PRANGE

January 26, 1962

NOTED
V. R. JONES

Mr. Glen Taylor
Right of Way Agent
Courthouse
Oregon City, Oregon

NOTED
JOHN D. GRAHAM

Dear Sir:

Enclosed are 19 original option forms in triplicate covering right of way to be acquired in connection with the Mt. Scott Creek and Rock Creek Sections of the Sunnyside Road, FAS 134, in Clackamas County. Please return two signed copies of each option so we may inform our engineers of the conditions, if any, on each transaction. Enclosed also are three prints of our Right of Way Map 10C-25-17 covering the Rock Creek Section and dated ~~June 15, 1961~~ January 24 1962, and Right of Way Map 10C-25-18 bearing our date of January 24, 1962, covering the Mt. Scott Creek Section.

Mt. Scott Creek Section:

File No.	Name	Area		
33605-A	John C. Roberson, et ux	0.04	Acre	
33605-B	Milton N. Durham, et ux	0.03	"	
33605-C	H. G. Simmons, et ux	0.03	"	P 1
		0.02	"	P 2
33605-D	Jacob Hertel, et ux	1.19	"	P 1
		100	sq. ft.	P 2
33605-E	Pauline T. Weaver	0.23	Acre	P 1
		0.20	"	P 2
33605-F	Latourette Properties, Inc.	0.09	"	
33605-G	Louis Vadnais, et ux	0.08	"	
33605-H	Francis C. Westing, et ux	0.02	"	
33605-I	Oscar I. Anderson, et ux	0.08	"	
33605-J	Byron Hylton, et ux	0.01	"	

Rock Creek Section:

33606-A	E. Lester Newbry, et ux	0.04	Acre	
33606-B	R. L. Hanson, et ux	0.22	"	
33606-C	Halmer E. Tallstrom, et ux	1.16	"	
33606-D	Sunnyside Telephone Co.	0.11	"	
33606-E	Carl B. Allison, et ux	0.02	"	P 1
		0.02	"	P 2
33606-F	Edward E. Ohl, et al	.04	"	P 1
		0.07	"	P 2
33606-G	Lydia L. Ellis	0.02	"	P 1
		0.03	"	P 2
33606-H	Merwyn E. Lovejoy, et ux	0.20	"	P 1
		0.01	"	P 2
33606-I	Jean Luchs	0.03	"	

It is our intention to advertise this project for bids on April 11, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V R Jones
V. R. Jones
County & City Relations Planning Engineer

VRJ:mm

cc: Clackamas County Board of Commissioners

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1962

SUBJECT: OPTIONS
Mount Scott Creek Section
Sunnyside County Road
Clackamas County

To: Mr. H. S. Cox
County & City Relations Engr.
OFFICE

Attached you will find 10 revised option forms in quadruplet covering right of way to be acquired in connection with Mount Scott Creek Section of the Sunnyside County Road in Clackamas County.

We are forwarding under separate cover 4 prints of map No. 10C-25-18 covering this area and bearing our date of January 24, 1962.

File No.	Name	Area	
33605-A	John C. Roberson, et ux	.02 3/12 ~~0.04~~ Acre	
33605-B	Milton N. Durham, et ux	0.03 "	
33605-C	H. G. Simmons, et ux	0.03 "	P 1
		0.02 "	P 2
33605-D	Jacob Hertel, et ux	1.19 "	P 1
		100 sq. ft.	P 2
33605-E	Pauline T. Weaver	0.23 Acre	P 1
		0.20 "	P 2
33605-F	Latourette Properties, Inc.	0.09 "	
33605-G	Louis Vadnais, et ux	0.08 "	
33605-H	Francis C. Westing, et ux	0.02 "	
33605-I	Oscar I. Anderson, et ux	0.08 "	
33605-J	Byron Hylton, et ux	0.01 "	

EARL F. SALING
Right of Way Office Manager

AC:jm
encls. 10 Options

cc: A. E. Johnson
S. N. Mayhew

RECEIVED
JAN 26 1962
ENGINEER
COUNTY & CITY RELATIONS

FORM E-30 20M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1962

SUBJECT: OPTIONS
Rock Creek Section
Sunnyside County Road
Clackamas County

To: Mr. H. S. Cox
County & City Relations Engr.
OFFICE

Attached you will find 5 revised option forms in quadruplet covering right of way to be acquired in connection with Rock Creek Section of the Sunnyside County Road in Clackamas County.

On file 33606-D, parcel #2 has been cancelled. A second parcel has been added to 33606-E, 33606-F, 33606-G and 33606-H.

We are forwarding under separate cover 4 prints of Map No. 10-C-25-17 covering this area and bearing our date of January 24, 1962.

File No.	Name	Area
33606-D	Sunnyside Telephone Co.	0.11 Acre
33606-E	Carl B. Allison, et ux	0.02 " P 1
		0.02 " P 2
33606-F	Edward E. Ohl, et al	.04 " P 1
		0.07 " P 2
33606-G	Lydia L. Ellis	0.02 " P 1
		0.03 " P 2
33606-H	Merwyn E. Lovejoy, et ux	0.20 " P 1
		0.01 " P 2

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encls. 5 Options

cc: S. N. Mayhew
A. E. Johnson

FORM E-30 50M 7-58 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1961

SUBJECT: Options
Rock ~~Creek Section~~
Sunnyside County Road
Clackamas County

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 9 original option forms in quadruplet covering right of way to be acquired in connection with the Rock Creek Section of Sunnyside County Road in Clackamas County. This contract is scheduled for letting on August 29, 1961.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the Engineers of the conditions, if any, on each transaction.

We are forwarding under separate cover 4 prints of map No. 10C-25-17 covering this area and bearing our date of June 15, 1961.

See Letter dated 1-25-62

File No.	Name	Area	
33606-A	E. Lester Newbry, et ux	0.04 Acre	
33606-B	R. L. Hanson, et ux	0.22 "	
33606-C	Helmer E. Tallstrom, et ux	1.16 "	
~~33606-D~~	Sunnyside Telephone Co.	0.11 "	P 1
		.13 "	P 2
~~33606-E~~	Carl B. Allison, et ux	0.25 "	
~~33606-F~~	Edward E. Ohl, et al	.04 "	
~~33606-G~~	Lydia L. Ellis	0.02 "	
~~33606-H~~	Merwyn E. Lovejoy, et ux	0.20 "	
33606-I	Jean Luchs	0.03 "	

RECEIVED
JUN 28 1961
ENGINEER
COUNTY & CITY RELATIONS

AC:jm
encl. 9 Options

EARL F. SALING
Right of Way Office Manager

cc: A. E. Johnson
1 Map

S. N. Mayhew

NOTED
Harold C. Ayers

NOTED
V. R. JONES

BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY
STATE OF OREGON

COUNTY OF CLACKAMAS

JOHN H. KEELEY
ENGINEER AND SURVEYOR

ENGINEER'S & SURVEYOR'S OFFICE

Phone OLive 6-2641

COUNTY COURT HOUSE
OREGON CITY, OREGON

January 24, 1962

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Vern Jones
City-County Relations
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Your request for information regarding the borrow area for the Sunnyside Bridge is enclosed.

One map indicating the area on Mather Road in Section 3, Township 2 South, Range 2 East of the W. M. is contoured and the quantities computed in order to show the limits to which the contractor will be allowed to excavate.

The two lower benches located at elevation 35 and elevation 50 comprise something in excess of 24,000 cubic yards of material which is believed to be beyond the needs of the most westerly bridge on the Sunnyside Road. The other borrow area noted as Tax Lot 73-1-2 in Section 2, Township 2 South, Range 2 East comprises approximately 6,000 cubic yards of material and in general the excavation lies between 6 and 8 feet in depth over the entire area of this pit.

The only known limits on this particular pit are in regards to the drainage so that surface water may drain toward the existing road surface and be carried off in the roadside ditches which would not hamper the contractor in his normal construction procedures.

Copy of letter
& Print to Hall
1/26/62
V.J

RECEIVED
JAN 26 1962
ENGINEER
COUNTY & CITY RELATIONS

Both areas show no appreciable indication of any rock and in either case if rock is encountered adjustments will be made to keep the contractor within common excavation material.

It is requested that the borrow pit on Mather road be excavated with not less than 1 foot vertical tolerance to the adjusted contour lines shown on the attached sketch and that this provision be incorporated within the specifications.

Yours truly,

John H. Keeley

John H. Keeley
County Engineer

JHK/rn

COUNTY OF CLACKAMAS
Board of Commissioners

C. E. LATOURETTE, Chairman
DARRELL JONES, Commissioner
S. C. ELY, Commissioner

COUNTY COURT HOUSE — OREGON CITY, OREGON

Phone OLive 6-2641

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
V. R. JONES

FAS 134

November 16, 1961

Two
One on market road ok
one on Sunnyside road
[illegible]
Can you send
map showing borrow site

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. S. Cox
County and City Relations Engineer

Gentlemen:

Referring to the contemplated Federal Aid construction on Market Road 29 (Sunnyside Road), we are pleased to inform you that we have procured certain property adjacent to the job for use as a borrow pit for fill material on the proposed project.

This property is located approximately one and a half miles from the major portion of the project.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

EdLatourette
Chairman

Darrell Jones
Commissioner

S. C. Ely
Commissioner

SCE/ls

Copy to Frank Hall
V.J. 11-30-61

RECEIVED
NOV 24 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

NOTED
C. G SWENSON

MEMO TO J. W. NASH
5/25/61

FAS 134, CLACKAMAS COUNTY

TERMINI: Near Valley View Terrace Road 1.5 miles east of 82nd Street, FAP 41, easterly 0.37 mile (Mt. Scott Creek Section); and from John Hagen Road easterly 0.46 mile (Rock Creek Section).

PROPOSED WORK: Grade, drain, surface, and construct 2-lane asphaltic concrete wearing surface and replace 2 existing bridges with culvert installations.

LENGTH: 0.83 mile.

COSTS	TOTAL	FEDERAL	STATE	COUNTY
CONSTRUCTION:	$185,000	$111,000	$37,000	$37,000 (Co.)

EXISTING FACILITIES: All on FAS 134-- 18-foot oil mat wearing surface, 28-foot roadbed.

STRUCTURES:
SCOTT CREEK - Existing bridge 250' long, 21'-6" wide, to be replaced with an arch type multiplate culvert 154" X 88", 136' long.
ROCK CREEK - Existing bridge 36' long, 17'-6" wide, to be replaced with a double reinforced 12' X 8' concrete box culvert.

ADJACENT SECTION: All on FAS 134 - 18' oil mat wearing surface, 28' roadbed.

PROJECT DATA: The proposed project is to grade, drain, surface, and pave two separate sections for a total length of 0.83 mile. Paving will be 22' wide with 4' shoulders. Removal of existing bridges will be a part of the contract. Culvert installation can be accomplished while traffic uses existing facilities.

ROW:	Width variable, 60' minimum.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

FAS 134 serves a highly developed diversified farming area - farm to market traffic. It is a school bus and mail route.

HSC:mm

12/1

NOTED
Harold C. Ay[illegible]

NOTED
COX

NOTED
R. [illegible]

NOTED
C. G. SWENSON

LOCATION PROSPECTUS
SUNNYSIDE ROAD SECTION
FAS 134 - CLACKAMAS COUNTY

12-8-60

The following prospectus is submitted concerning the above-mentioned section of FAS 134, which is a county road on the Federal Aid Secondary system. This project is broken into two sections: From Valley View Terrace Road to Mather Road - a distance of 0.6 mile; from Creek Acres to Rock Creek Corner - a distance of 0.7 mile. The overall combined length of both sections is 1.3 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on revised alignment. There are no towns affected by this project.

Soils investigation will be conducted and there are no special drainage problems. Reconnaissance is not necessary and an economic analysis is not needed at this time.

The existing 1959 ADT is 1,000 on the west section and 360 on the east section. The projected 1979 ADT is 1,600 and 580 respectively. Traffic and alignment warrant the improvement of two poorly aligned vertical and horizontal sections. The typical section will be a 22-foot traveled way with 4-foot shoulders. Deviations from State and Federal standards are not anticipated.

The rise and fall and the central angle data for the proposed alignment will be determined by survey.

This will be a two-lane highway with no control of access. There are no interchanges, railroad crossings, or major stream crossings. Existing bridges over Mt. Scott Creek and Rock Creek will be replaced with suitable culvert installations. Removal of the bridges will be included in the contract.

The tentative base design by G. L. Decker is:

Paving, Base and Wear	3½"
Top Course, Base	2 "
Bottom Course, Base	10 "
Total Depth	15½"

NOTED
JOHN D. GRAHAM

Materials are available from county sources.

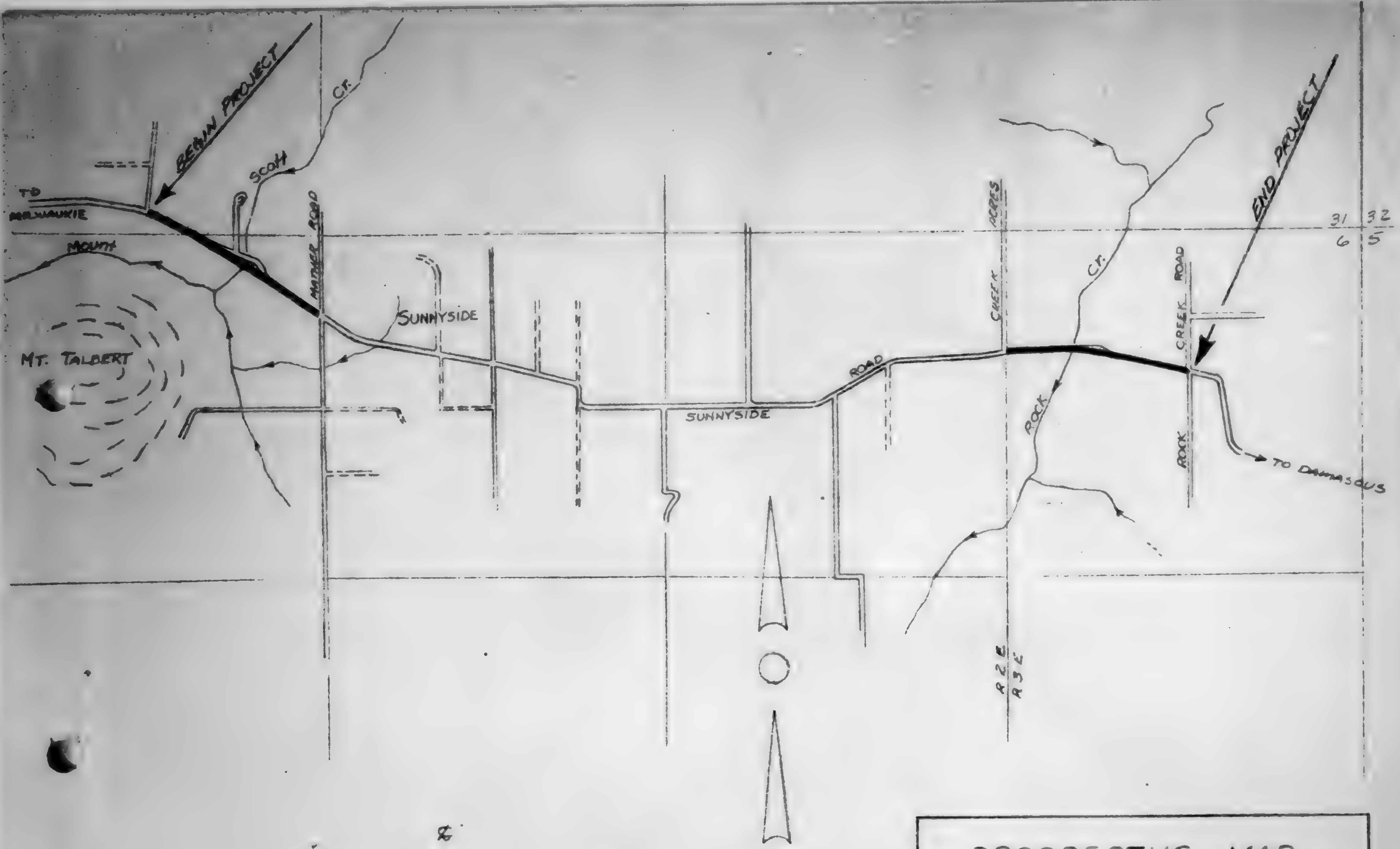
Final agreements with the county will be necessary.

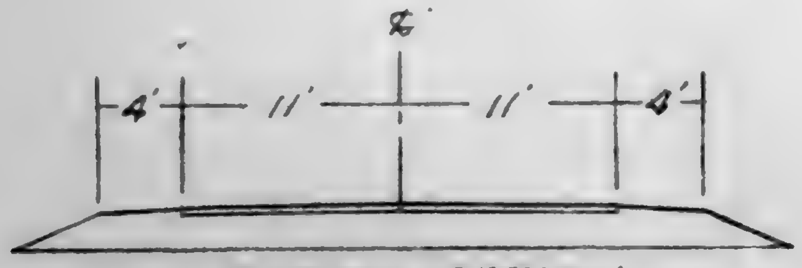
There are no State parks or roadside rest areas affected by this project.

December 8, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. E. Johnson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson ✓
Walter T. Wright





TYPICAL SECTION

PROSPECTUS MAP
SUNNYSIDE ROAD SECTION
FAS 134
CLACKAMAS COUNTY
Scale AS SHOWN 1960

8-19-60 Rock [illegible]

CLACKAMAS COUNTY
PROPOSED PROJECT

FAS 134, Sunnyside Road, $170,000:
Valley View Terrace Road-Mather Road Section -- 0.6 mile
Creek Acres-Rock Creek Corner Section -- 0.7 mile

The proposed project is to grade, surface, and place an asphaltic concrete pavement 22' wide with 4' shoulders. The existing bridges over Mt. Scott Creek and Rock Creek are to be replaced with suitable culvert installations. Alignment will be improved at Mt. Scott Creek with the culvert installation and fill to be south of the existing bridge. Removal of the bridges will be included in the contract. The county will provide a borrow pit if one is required for fills at the culvert sites.

60-g
8/19/60 Approved 9-30-60

330-1719 Pilot Rock (S.W. Birch St.) 1962
Sec. of City St. (Level course
#6113 & Pav.)

Sp. St. Tax Street Fund
'42

#CC

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF COSTS

SPECIAL CITY ALLOTMENT PROJECT
CITY OF Pilot ROCK
CONTRACT No. 6113

PAYMENTS to CONTRACTOR:

Item	Qty	@	Total
		$	$
1. 3/4" min leveling Course	1796 cuyds	4.75	8531.00
2 Sprinkling	83.6 M/gals	5.00	418.00
3. Class B Asphaltic Concrete	1438.93 tons	11.90	17123.27
4. Extra for paving approaches	7 only	50.00	350.00
5. Flagging			55.93
Subtotal Contract Items			$26,478.20
Engineering & Contingencies			1,424.46
Survey			767.53
Total			28,670.19
Agreed State Share			$20,000.00
Agreed City Share			$8,670.19
City Advance Deposit			10,620.00
BALANCE DUE CITY			$1,949.81

NOTED
Harold C. Ayers

OREGON STATE HIGHWAY DEPARTME

INVOICE

NOTED
V R [illegible]

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
1-22-63	cc-799		330-1719-295

INVOICE NUMBER
77769

NOTED
R. H. FRANGE

City of Pilot Rock
City Hall
Pil0t Rock, Oregon
Attn.: Mrs. Edna N. Oliver, City Recorder

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$10,620.00
Final billing for Special City Allotment project on S.W. Birch Street, Contract #6113. Covered by agreement dated 11/15/61 as per attached statement of final cost:			
Final Cost $28,670.19			
Agreed State Share 20,000.00			
Agreed City Share			$8,670.19
To be refunded			$1,949.81

NOTED
JOHN D. GRAHAM

RECEIVED
JAN 23 1963
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

A 150 (REVISED 7-60)

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
DON HARWELL

January 21, 1963

NOTED
JOHN D. GRAHAM

Mrs. Edna N. Oliver
City Recorder
City Hall
Pilot Rock, Oregon

NOTED
V. R. JONES

NOTED
R. H. PRANGE

Dear Mrs. Oliver:

Final costs are now available on the Special City Allotment project on SW Birch Street and, as per the attached statement, a refund of $1,949.81 is now due the City. A check in this amount will be forwarded to you by our accounting division within the next few days.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. C. Ayers
County & City Relations Field Engineer

HCA:mm
Att.

RECEIVED
SEP 17 1962
FOR FILING

[illegible]

6113

September 12, 1962

Fireman's Fund Insurance Co.,
3333 California Street
San Francisco
California

Gentlemen:

Contract #6113 awarded to Russell Olson Const. Co. Inc., for leveling course-paving SW Birch Street in Pilot Rock, Umatilla County, was completed on July 23, 1962, and accepted by the Highway Commission on August 9, 1962.

Final payment, in the amount of $792.67 will be released to the contractor on or after September 19, 1962. The total contract amount is $26,478.20 including $55.93 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Fireman's Fund Insurance Co.,
Lloyd's Inc.,
4½ East Alder
Walla Walla, Washington

cc: Russell Olson Const. Co. Inc.,
P. O. Box 272
Pendleton
Oregon

[illegible]

CITY OF PILOT ROCK
EDNA OLIVER, RECORDER
PILOT ROCK, OREGON

NOTED
DON HARWELL

NOTED
R. H. PRANGE

August 23, 1962

NOTED
[illegible] C. Ayres

Mr. H. S. Cox
County & City Relations Engineer
State Highway Department
Salem, Oregon.

NOTED
V. R. JONES

Dear Mr. Cox:

The City of Pilot Rock wishes to inform you the $250,000 Fund Project on East Birch Creek Road from junction with Pendleton-John Day Highway to southerly City limits has not been completed.

Would you please advise us who to write to or contact to get this project finished. We have been getting continuous complaints from the property owners on this street in regards to unfinished shoulders and parking thier cars.

Any information we may receive from you would be greatly appreciated. Thank you kindly.

Very truly yours,
Edna N. Oliver
Edna N. Oliver
City Recorder

x [illegible] · Mayor
x Loise Luck Councilman
x James Lost.
Dr Richard Cook.
x Frank [illegible] [illegible] 434 E Main.

NOTED
JOHN D. GRAHAM

RECEIVED
AUG 27 1962
ENGINEER
COUNTY & CITY RELATIONS

CRG - 3166 - Walker.

(Over)

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 17, 1962

Section Pilot Rock (S.W. Birch St.)

Kind of work Leveling Course & Paving

Highway City Street County Umatilla

Section prefix 330-1719

Contractor R. Olson Const. Co.

Contract number 6113

Date of contract May 29, 1962

Specified work days 40

Date work started July 11, 1962

Work days used 9

Project authorization $29,959.31

Exclusive of engineering $27,828.87

Per cent of time elapsed 22.5%

Estimated cost of completed project, exclusive of engineering $26,477.84

Estimated per cent ~~xxxxxxxxx~~ underrun 7%

Per cent of contract completed, based on estimated cost 100%

Engineering authorization $2,130.44

Engineering cost to date $1,358.09, 63.7%

Date project was completed July 23, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semi-final estimate for this project was sent to the La Grande Division Office this week. This will be the last report for this section unless further information is needed.

CONSTRUCTION DIVISION
RECEIVED
AUG 20 1962
NOTED CE ACE ACE COE

Signed

Address Resident Engineer-Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

Hearing)

CITY OF PILOT ROCK
EDNA OLIVER, RECORDER
PILOT ROCK, OREGON

NOTED
DON HARWELL

NOTED
R. H. PRANGE

August 23, 1962

NOTED
[illegible] C. Ayres

Mr. H. S. Cox
County & City Relations Engineer
State Highway Department
Salem, Oregon.

NOTED
V. R. JONES

Dear Mr. Cox:

The City of Pilot Rock wishes to inform you the $250,000 Fund Project on East Birch Creek Road from junction with Pendleton-John Day Highway to southerly City limits has not been completed.

Would you please advise us who to write to or contact to get this project finished. We have been getting continuous complaints from the property owners on this street in regards to unfinished shoulders and parking thier cars.

Any information we may receive from you would be greatly appreciated. Thank you kindly.

Very truly yours,
Edna N. Oliver
Edna N. Oliver
City Recorder

x [illegible] - Mayor
x Loise Luck [illegible]
x James Lust.
Dr Richard Cook.
x Frank [illegible] [illegible]. 434 E Main.

NOTED
JOHN D. GRAHAM

RECEIVED
AUG 27 1962
ENGINEER
COUNTY & CITY RELATIONS

CR6-3166 - Walker.

(Oliver)

I reported the Complaint's [illegible] via Phone Aug 28st [illegible] this matter Aug 29th asked [illegible] & County [illegible] about the Aug 28th + 29th [illegible] City officials ([illegible]) maintain that [illegible] place [illegible] rock on [illegible] rock. County maintains they did not promise to do this.

[illegible] & request attendance at Council meeting at [illegible] at 7:30 PM. Aug 30th + the Council [illegible] to place [illegible] rock on the [illegible]. I explained that the [illegible] could do this but it would be charged to the job & would not [illegible] to them.

[illegible] dust & [illegible].

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 17, 1962

Section Pilot Rock (S.W. Birch St.)

Kind of work Leveling Course & Paving

Highway City Street County Umatilla,

Section prefix 330-1719

Contractor R. Olson Const. Co.

Contract number 6113

Date of contract May 29, 1962

Specified work days 40

Date work started July 11, 1962

Work days used 9

Project authorization $29,959.31

Exclusive of engineering $27,828.87

Per cent of time elapsed 22.5 %

Estimated cost of completed project, exclusive of engineering $26,477.84

Estimated per cent underrun 7 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $2,130.44

Engineering cost to date $1,358.09, 63.7 %

Date project was completed July 23, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semi-final estimate for this project was sent to the La Grande Division Office this week. This will be the last report for this section unless further information is needed.

CONSTRUCTION DIVISION
RECEIVED
AUG 20 1962
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

OB

Signed

Address Resident Engineer-Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.58			0.58
Miles partially completed					
Miles completed		0.58			0.58
Total estimated quantities (contract)		1,630 CY			1,520 Ton
Total quantities corrected to date		1,796 CY			1,439 Ton
Estimated quantities moved or placed to date		1,796 CY			1,439 Ton
Average daily quantities		0			0
Average daily quantities necessary to complete project on time		0			0
Number shifts per day		0			0
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Pt. fair		
Friday	Pt. fair		
Saturday			

NOTED
V R JONES

NOTED
Harold C. Ayers

NOTED
H. S. COX

June 8, 1962

NOTED
DON HARWELL

NOTED
Harold C. Ayers

Mrs. Edna Oliver
City Recorder
City Hall
Pilot Rock, Oregon

NOTED
R. H. PRANGE

Dear Mrs. Oliver:

We acknowledge receipt of the City's check in the amount of $10,620 covering the City's advance deposit on the Special City Allotment project on S.W. Birch Street.

On May 29, the State Highway Commission awarded Contract No. 6113 to Russell Olson Construction Company. Enclosed please find a copy of the contract and plans for the City's information and records.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:mm

NOTED
Harold C. Ayers

May 25, 1962

NOTED
Harold C. Ayers

Mrs. Edna Oliver
City Recorder
City Hall
Pilot Rock, Oregon

Dear Mrs. Oliver:

On May 23, the Highway Commission opened bids on the Special City Allotment project on S.W. Birch Street. The only bid submitted was from Russell Olson Construction Co., Inc., and the anticipated cost for this project based on this bid is as follows:

Contractor's bid	$26,380.50
Anticipated Flagging Cost	250.00
Engineering & Contingencies, 12-1/2%	3,328.81
Survey	661.99
Total Anticipated Cost..............	$30,621.30

As per the agreement between City and State, City is to pay all costs in excess of $20,000 which amounts to $10,621.30. As the contract cannot be awarded until the City's advance deposit is in our hands, will you please, at your very earliest convenience, forward to this office a check in the amount of $10,620 made payable to the Oregon State Highway Commission.

$10,620 Check received
5/29/62
H.C.A.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:mm

RECEIVED
MAY 28 1962

FOR FILING
320-1717

6113

May 25, 1962

Russell Olsen Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, accepted your bid in the amount of $26,380.50 for level course and paving on Pilot Rock (S. W. Birch Street) section in Umatilla County, which was the low bid received for that job on May 23, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

RECEIVED
AY 2 1962
FOR FILING
33-1719
6113

Salem, Oregon
April 30, 1962

$250,000 Fund Agreement
City of Pilot Rock

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Pilot Rock covering the Special City Allotment project on SW Birch Street in Pilot Rock.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Pilot Rock, Oregon.

Secretary

rn
Attach: 1

NOTED
Harold C. Ayers

NOTED
V R JONES

NOTED
R. H. PRANGE

NOTED
H. S. COX

January 18, 1962

NOTED
DON HARWELL

Umatilla County Court
Courthouse
Pendleton, Oregon

(Special City Allotment Project)
(E. Birch Street, Pilot Rock)

Attention: Mr. Eugene F. Palmer
County Roadmaster

Dear Mr. Palmer:

As per your suggestion, I attended a meeting with the City Council of Pilot Rock on Monday, January 15, to discuss their water mains and sanitary sewers and connections to same.

I found they have drawings that clearly show the location and elevations of these utilities -- water mains are located in the ditch line on both sides of the street except for a short section on the westerly side. The City stated they would connect the main at this point and thereby eliminate any crossing of street with water pipes. If the water mains are located as shown on the plans they will be outside the excavation areas.

The sanitary sewer main is on one side of the street 6' to 9' in depth from present surface. Before the job commences, the City will connect all lots, vacant or otherwise, with the sewer main and will check present hook-ups to ascertain that they are low enough so as not to conflict with required excavation.

You can check with their street superintendent who has the plans for mains and sewers. He appears to know all about these matters and will cooperate fully with you in any and all ways.

I am enclosing the recommended base design prepared by our Soils & Geology Section which they feel is required for the type of traffic using this street.

The City Council and I wish to state that we certainly appreciate the County's assistance in getting this needed project completed.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By: H. C. Ayers
Field Engineer

HCA:mm

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
V R JONES

NOTED
DON HARWELL

January 4, 1962

Mrs. Edna Oliver
City Recorder
City Hall
Pilot Rock, Oregon

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

Dear Mrs. Oliver:

The Umatilla County Court have stated that they will do the grading and basing of East Birch Street which the State Highway Department will pave under provisions of the Special City Allotment program, and have suggested that I contact the city officials regarding the water main and connections on this street.

I plan to attend your Council meeting on January 15 to discuss this matter with you. If this does not meet with your approval, please notify and we will make some other date to meet.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:mm

NOTED
JOHN D. GRAHAM

[illegible] STATE [illegible]
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

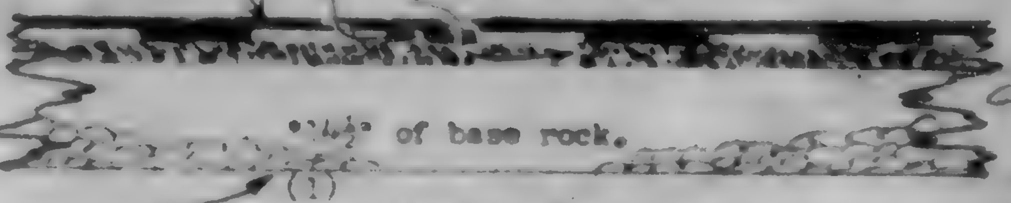
Section [illegible] Highway City of Pilot Rock County Umatilla Profile [illegible]

Res. Engr. [illegible] Length of Project ___ Miles. Sta. Jct. w/Pendleton - John Day Hwy to Sta. [illegible] City Limits Date [illegible]

TYPICAL SECTIONS Traffic Classes - Medium Heavy (Logging area)

[illegible] recommended Surfacing Thickness completed at the request of County - City.

1½" of top course A.C.
1½" of bottom course A.C.
3" of 3/4"-0 level course.



State Project.

City to grade and place base.

*14½" of base rock.

(1)

Silty Clay Loam

*Dice rock - to be processed by a grid roller.

(2)
Typical Soil
[illegible] LL
[illegible] PI
[illegible] % [illegible]
[illegible] % Gravel
33 % Sand
50 % Silt
25 % Clay
3 "R" Value

[illegible] Classif. - A-[illegible] ([illegible])

Required Base & Surf.		Designed Base & Surf.		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			3	A.C.
			3	Level
			14½	Base
20½			20½	

12-19-61

RECEIVED
DEC 27 1961
ENGINEER
COUNTY & CITY RELATIONS

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for
Suitable material source to be determined by the Engineer.											
Paving Type - Municipal preference.											

Submitted by W. Yarbrough
Soils Engineer

Recommended by [illegible]
Asst. Construction Engineer

Recommended by H W Harris
Engineer [illegible]

Approved by [illegible]
Asst. State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

NOTED
H[illegible]d C. Ayers

[illegible] D. GRAHAM

NOTED
Harold C. Ayers

NOTED
DON HARWELL

NOTED
H. S. COX

LOCATION PROSPECTUS
EAST BIRCH CREEK ROAD SECTION
CITY OF PILOT ROCK
UMATILLA COUNTY

NOTED
V R JONES

NOTED
R. H. PRANGE

The following prospectus is submitted concerning the above-mentioned section of East Birch Creek Road in the city of Pilot Rock. The project will begin at the junction with the Pendleton-John Day Highway and extend along East Birch Creek Road to the south city limits. The overall length of the project is 0.60 mile.

This will be a location survey to prepare plans, specifications, and estimates for surfacing on existing alignment. The City and County will grade and place base rock prior to the State's contract.

The typical section will be two 12-foot travel lanes with 4-foot shoulders. The tentative base design for construction is:

Paving	3" A.C.
Top Course, Base	3" Leveling
Bottom Course, Base	By City - to be checked
Total Depth	6"

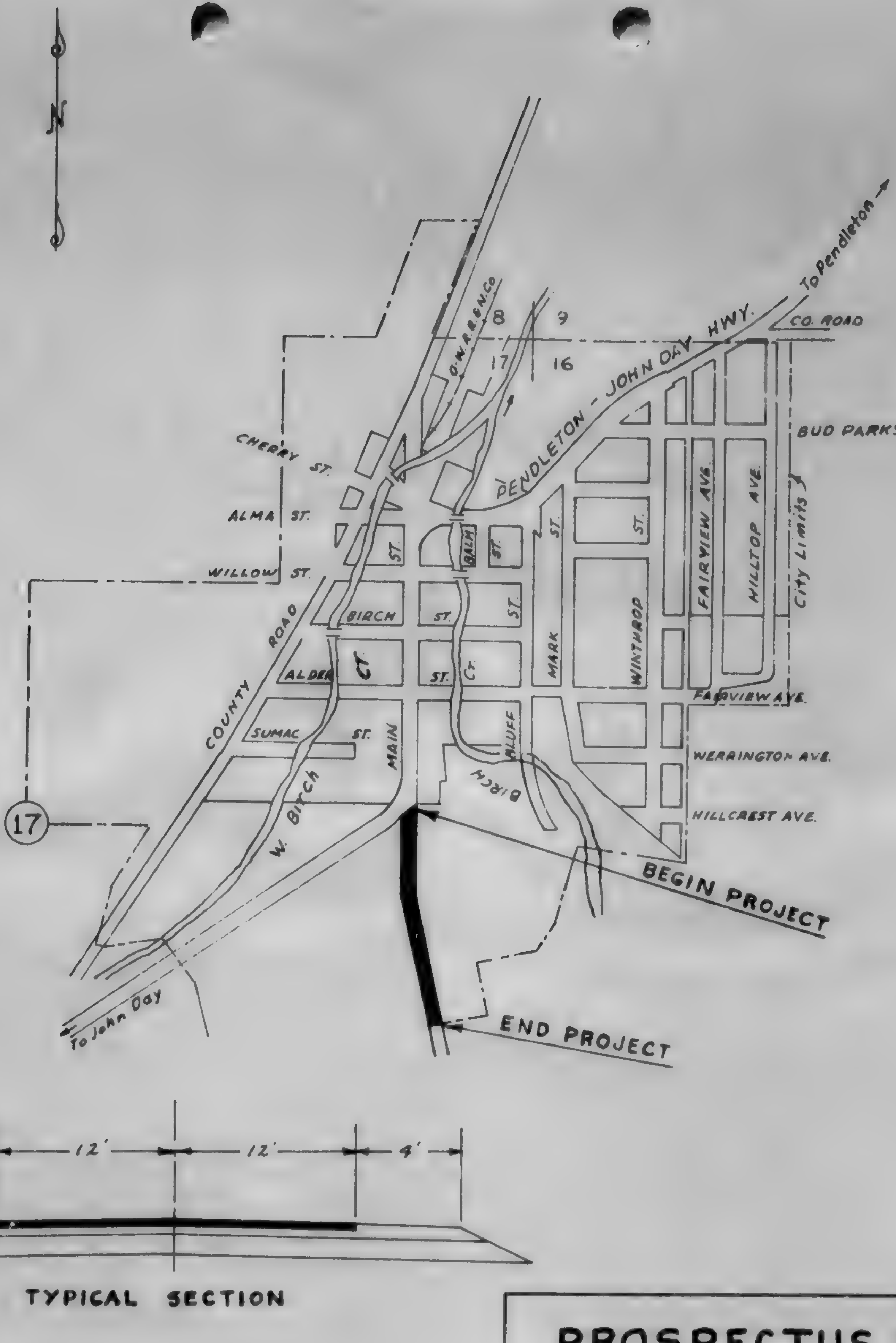
Final agreements with the City of Pilot Rock will be necessary.

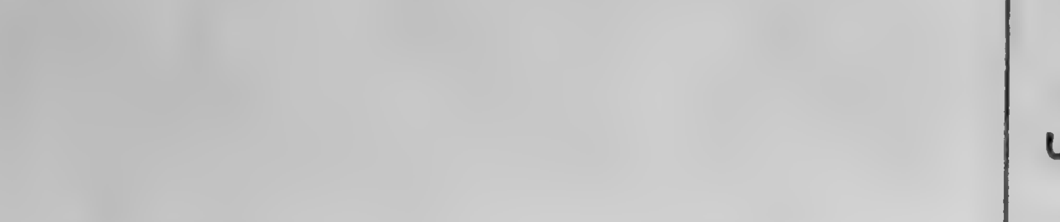
December 4, 1961

Attach.

cc Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox ✓
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young

1962
$251,000





TYPICAL SECTION

PROSPECTUS MAP
EAST BIRCH CREEK ROAD
PILOT ROCK

UMATILLA COUNTY

Scale 1" = 800' NOV., 1961

November 22, 1961

Mrs. Edna Oliver
City Recorder
City Hall
Pilot Rock, Oregon

Dear Mrs. Oliver:

On November 15, the Highway Commission approved the City's request for paving East Birch Street from its junction with the Pendleton-John Day Highway to the south city limits of Pilot Rock under provisions of the Special City Allotment fund.

The project was approved on the basis of the County grading and placing base rock, and the City to pay all costs of the project in excess of $20,000. You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HCA:mm

Division No. V

City: Pilot Rock
County: Umatilla
Population: 1950 847
1960 1,695

Proposed Project - 1962: East Birch Street Road from junction with Pendleton-John Day Highway to south city limits, a distance of approximately 0.60 mile. Place leveling course and 3" asphaltic concrete wearing surface 24' wide with 4' shoulders.

City and County will grade and place base rock prior to State's contract.

	State	City	Total
Estimated Cost:	$ 20,000	$ 10,600	$ 30,600

Remarks: This street is in poor condition and is receiving excessive wear due to heavy, unusual traffic and a sudden increase in population in the area.

Recommendation: Approval recommended.

11-17-61

PRELIMINARY ESTIMATE - 1962 $250,000 Fund Project

CITY OF PILOT ROCK

East Birch Creek Road from junction with Pendleton-John Day Highway to southerly city limits, a distance of approximately 0.60 mile.

Place 2" leveling course and 3" asphaltic concrete wearing surface 24' wide with 4' shoulders.

Item	Quantity		@	Total
Preparation of base	0.6	mile	$1000.00	$ 600.00
3/4"-0" in base and shoulders	1200	c.y.	6.50	7,800.00
Sprinkling	30	M/gal.	5.00	150.00
Catchbasins	3	each	100.00	300.00
12" concrete pipe	250	l.f.	3.25	712.50
Drainage excavation	45	c.y.	5.00	225.00
Class B asphaltic concrete	1530	tons	11.00	16,830.00
				$26,617.50
12-1/2% engineering and contingencies				3,327.19
Survey				625.00
TOTAL ESTIMATE				$30,569.69

HCA:mm
11/17/61

City of Pilot Rock
Pilot Rock, Oregon

August 22, 1961

Mr. H. C. Ayers
Field Engineer
State Highway Dept.
Salem, Oregon

Dear Mr. Ayers:

At our regular City Council meeting last night the Council agrees to accept your estimate submitted and will furnish all funds in excess of $20,000. As revised August 8, 1961.

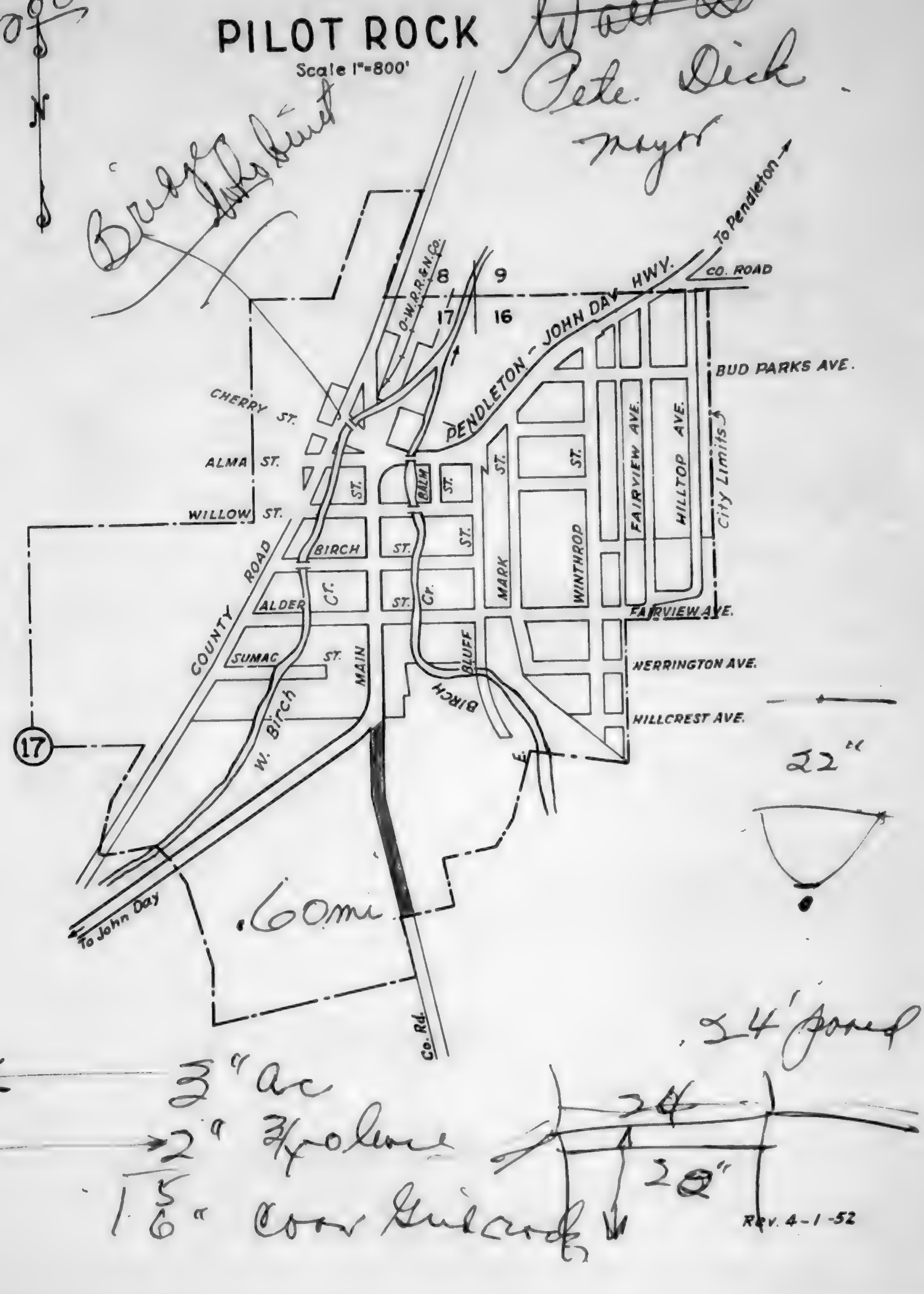
Very truly yours,
Edna N. Oliver
City Recorder
City of Pilot Rock
Pilot Rock, Oregon

RECEIVED
[illegible] 1961
ENGINEER
COUNTY & CITY RELATIONS

C. W. Spitler

$20,000.00

~~Walt D~~
Pete Dick
Mayor



$11.00 ← 3" AC

$6.50 → 2" 3/4-0 base

1 5/6" Coarse Guidcrock

5280
6

31680

3170
24

12680
6340

76080

300
5

35⁰⁰

6550
01948
76000

11688000
15526

166.94.80.00

1670
167

1837

23,000

2"
20500
2590
2590

23,090
1,560

224650

1900
10

1900.0,00
1500

20500
125

122500
41000
20500

259250⁰

NOTED
Harold C. Ayers

NOTED
V. R. JONES

August 8, 1961

Mrs. Edna Oliver
City Recorder
City Hall
Pilot Rock, Oregon

Dear Mrs. Oliver:

Upon my return to the office and contacting our cost department I have had to raise the preliminary estimate for the proposed project on East Birch Creek Road.

As you no doubt know the County has stated that they will do all grading and placing of base rock. The State's project is to construct drainage, place leveling course and 3" asphaltic concrete pavement with 4' shoulders. The present estimate as revised is $30,600 for the State's project only.

As explained to Mr. C. W. Spitler the City will have to pay all costs in excess of $20,000. Will you please advise this office as to the city's ability and willingness to furnish all funds in excess of $20,000.

Very truly yours,

H. S. Cox
County & City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:djb

RECEIVED
[illegible] - 9 1961
ENGINEER
COUNTY & CITY RELATIONS

RESOLUTION

3-6-61

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Pilot Rock is an incorporated city of the State of Oregon and has a population of 1695 as given by the latest official census; and

WHEREAS, the following streets of said city, County Road, also known as S. W. Birch St., Pilot Rock, Oregon

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Pilot Rock does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate C. W. Spitler as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6th day of March, 1961.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Pilot Rock at a regular or special meeting of said Council, held on the 6th day of March, 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

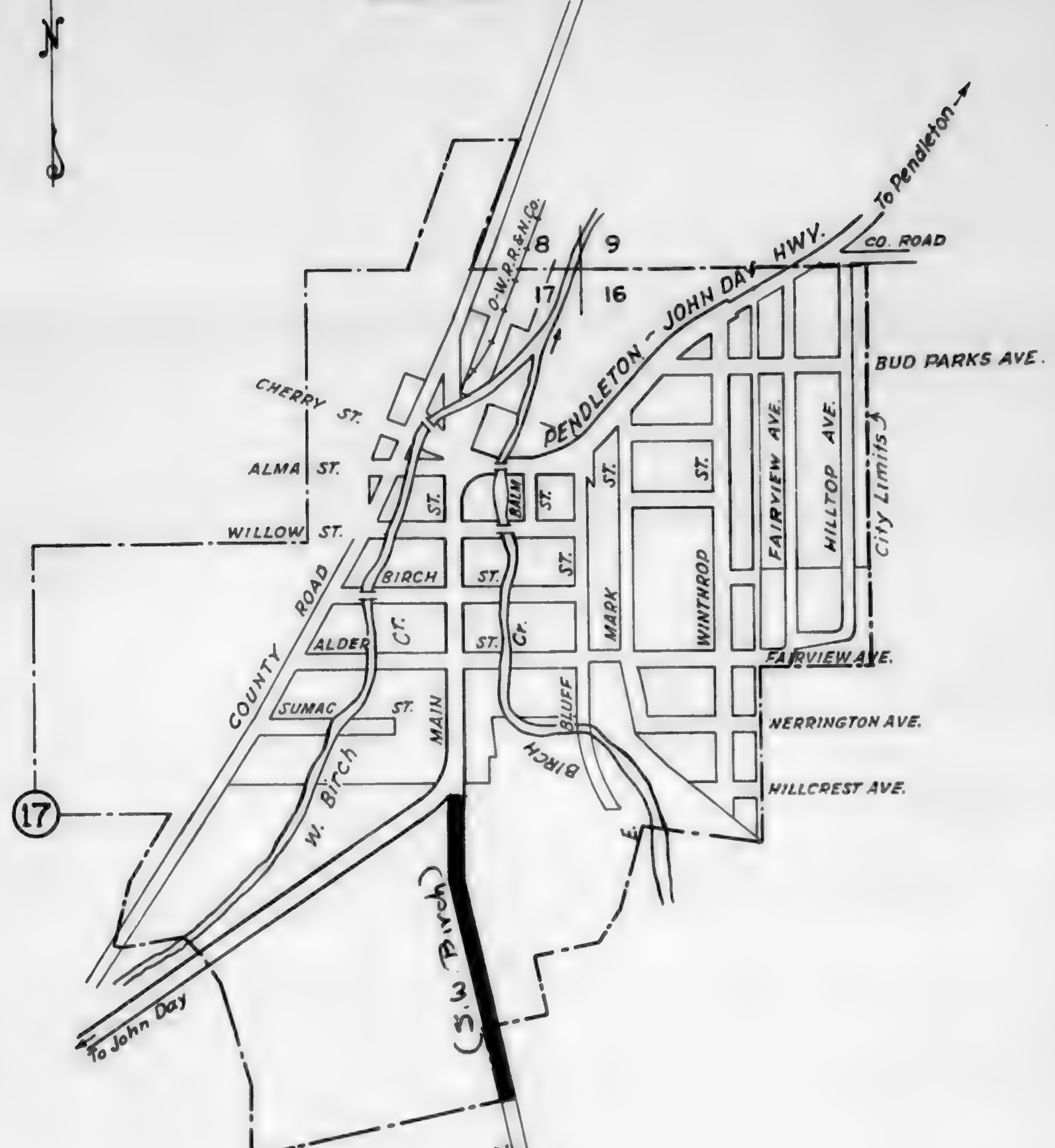
Dated this 7th day of March, 1961

Edna N. Olivier
City Recorder

cc-50 (1959 Rev.)

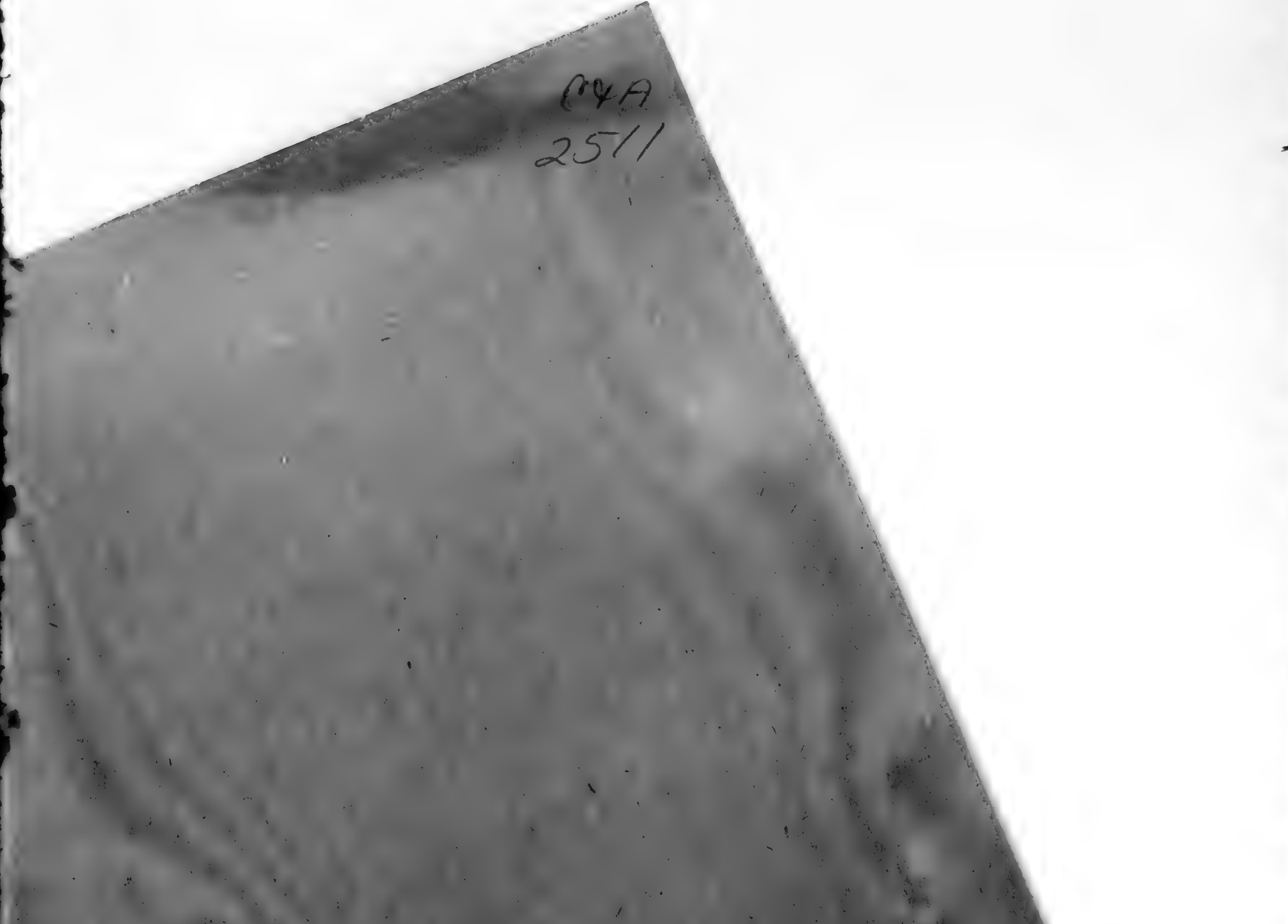
PILOT ROCK

Scale 1"=800'



Rev. 4-1-52

S-487(1) Bear Cr. & Wallowa-Whiskey Cr. 1962
Sec., FAS 468 & 487
#6114



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2511

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RECEIVED
OCT 4 1963

FOR FILING

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6114

October 4, 1963

J. F. Konen Construction Co., Inc.
[illegible] Main
Lewiston, Idaho

Attention: Mr. Donald J. Konen

Gentlemen:

In reply to your letter of October 1, the acceptance dates on the Don Greene Construction, Inc. contracts listed are as follows:

Contract No. 6071 - September 25, 1963.
Contract No. 6103 - August 14, 1963.
Contract No. 6114 - August 26, 1963.
Contract No. 6118 - August 14, 1963.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CHH:fp

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FOR FILING

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6114

September 20, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On August 26, 1963, we wrote to you concerning release of final payment on contract #6114, awarded to Don Greene Const. Inc., for grading-oiling the Bear Creek and Wallowa-Whiskey Creek Sections of FAS 468 and 487 in Wallowa County.

Final payment on this contract is $2,911.46 and the total contract amount is $97,845.24, including $796.41 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

cc: Don Greene Const. Inc.,
805 North Liberty
Salem, Oregon

cc: C. H. Maison
Attn.: John Herr

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AUG 26 1963

FOR FILING

S-447(11)

6114

August 26, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed July 16 on Contract No. 6114. The contract was with Don Greene Construction, Inc., and was for grading and oiling on the Bear Creek and Wallowa-Whiskey Creek Section in Wallowa County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 26, 1963, and that you concur in this procedure at the Commission meeting on August 29.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:
WEEK ENDING: August 17, 1963
SECTION: Bear Cr. & Wallowa-Whiskey Cr.
SECTION PREFIX: 532-1033
HIGHWAY: FAS 468 & 487
COUNTY: Wallowa
NAME OF JOB: Bear Creek & Wallowa-Whiskey Creek
KIND OF WORK: Grading & Oiling
CONTRACTOR: Don Greene Construction Inc.
CONTRACT NUMBER: 6114
FEDERAL AID PROJECT NUMBER: S-487(1) & S-488(1)
DATE OF CONTRACT: May 31, 1962
DATE WORK STARTED: June 29, 1962
ESTIMATED COMPLETION DATE: July 16, 1963
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0
SPECIFIED WORK DAYS: 69
WORK DAYS USED: 90
PERCENT OF TIME ELAPSED: 130
PROJECT AUTHORIZATION: $ 109,759.50
ENGINEERING AUTHORIZATION: $ 7,805.12
EXCLUSIVE OF ENGINEERING: $ 101,954.38
ENGINEERING COST TO DATE: $ 13,000.00
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 96,986.01
PERCENT OF AUTHORIZATION: 166 %
ESTIMATED PERCENT: OVERRUN UNDERRUN 0 %
DATE PROJECT WAS COMPLETED: July 16, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.62	2.82		2.82	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.62	2.82		2.82 Agg.	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	19,500	21,300	Asph.	-220 2,040	
TOTAL QUANTITIES CORRECTED TO DATE	19,837.5	22,721		212 2,000	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	19,837.5	22,721		212 2,000	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			NOTED
MONDAY			
TUESDAY			
WEDNESDAY			CONSTRUCTION DIVISION RECEIVED
THURSDAY			AUG 16 1963
FRIDAY			RBE
SATURDAY			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No Activity All Week.
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-Final will be submitted to Division this week-end.

SIGNED L.V. Blickenstaff

ADDRESS P.O. Box 134, Umatilla

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
DEC 13 1962
FOR FILING

[illegible]
1-119

3-C
11-20-62

November 20, 1962

Don Greene Construction, Inc.
800 North Liberty
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 20, 1962, discussed with the Engineer your request for an extension of time on Contract No. 6114. You requested nine additional workdays within which to complete the grading and oiling on the Deer Creek and Wallowa-Whiskey Creek Section of FAS 466 and 467 in Wallowa County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted your request for nine additional workdays, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhn

cc: A. F. Parson
L. V. Blickenstaff
F. D. Morgan
L. H. Young
C. H. Maison

RECEIVED
NOV 15 1962
FOR FILING

5-487 (1)
6114

November 14, 1962

Oregon State Highway Commission

Request for Extension of Time
No. 1
November 20 Meeting

Gentlemen:

The Don Green Construction Inc., contractor on the Bear Creek and Wallowa-Whiskey Creek grading and oiling projects in Wallowa County, requests an additional nine days in which to complete the work without the assessment of liquidated damages. This is Contract 6114 and involves two federal-aid secondary projects.

The reason given is that it was necessary to make considerable excavation below grade to remove unsuitable soft material. We think the request has merit and recommend that nine additional days be allowed.

The matter will be on the agenda for the November 20 Highway Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan

RLP:ajw bbc

FORM E-90 80M 8-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1962

SUBJECT: Extension of Time
Bear Creek and Wallowa-Whiskey Creek
FAS 468 and 487
Contract No. 6114

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Attached is a Contractors Request for Increase in Number of Workdays to Complete Construction Contract submitted by Don Greene Construction, Inc., contractor on this project. The contractor requests an additional 9-days because it was necessary to subexcavate soft spots in the grade and backfill these spots with solid material.

Our records show that the contractor worked 9-days on this subexcavation and backfill work which was not contemplated at the time bids were opened on this project. Thus, we recommend that he should be allowed 9-workdays for this reason.

At the present time, the contractor has completed the project up to the leveling course. Only about two-thirds of the leveling course has been placed and it is planned to place the other third of this material immediately prior to the oiling next season. To date the contractor has used 72-workdays; 60-days were originally specified.

This is an FAS job and formal concurrence of the Bureau of Public Roads is not required. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

NOTED
R. L. [illegible]

CHB;bjh
Attachment

cc: L. H. Young

RECEIVED
OCT 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 12 1962
FOR FILING

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#1

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6114 Contractor Don Gr[illegible] Construction Inc.

Highway FAS 463 & 437

Section Bear Creek & Wallowa-Whiskey Creek

Kind of Work Grading & Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows:

Recommend an additional 9-days due to need for excavation of soft spots below grade.

Nov. 20, 1962 for an increase of 9 days.
Floyd Query

Recommended for Approval:

~~Asst~~ Division Engineer

F B Klaboe
Asst
Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No.	6114
Project designation (State-Federal)	S-437(1) & S-438(1)
Date awarded	May 31, 1962
Work started	June 29, 1962
Per cent completed	49 Sept. 15, 1962 (Date)
No. of Workdays Allowed	60
No. of Workdays Used	61
No. of Added Workdays Requested	9

State Printing 37929

E--320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date Sept. 17, 19 62

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 60 days to 69 days, within which to complete our Contract No. 6114, without the assessment of liquidated damages. The said contract is described as follows: Grading-oiling Bear Creekand Wallowa- Whiskey Creek Sections of FAS468 and 487 in Wallowa County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Irrigation water from adjoining farm fields ran-off causing contractor to do additional work because it had to go 3 - 5 feet below grade to reach solid footings and also had to back-fill with rock this extra area excavated. Also the irrigation water run-off resulted in mud which contractor estimates reduced production by about one-half. Therefore contractor believes the extra nine days work was all the result of the mud and additional excavating.

8/21/62)
8/22/62)
8/23/62)
8/24/62)
8/25/62)
8/27/62)
8/28/62)
8/31/62)
9/5/62)

Respectfully submitted,

Don Greene Construction, Inc.
Contractor

By Don Greene
President

CONSENT OF SURETY

Date September 18, 19 62

We, Glens Falls Insurance Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Earl L Burland
Attorney-in-fact

Earl L Burland
Resident Agent

(SEAL)

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FOR FILING

43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1962

SUBJECT: Bear Creek & Wallowa-Whiskey Creek Section

To:

Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

You recently instructed us to investigate a complaint from the Wallowa City Recorder (Mrs. Jennie Conklin) that we had constructed road approaches over one of their sidewalk areas and that these approaches were several feet higher than the sidewalk, causing a hazardous condition.

Mrs. Conklin's allegations are correct and the condition is undesirable. We are compiling field data and expect to be able to develop a plan whereby a new footpath will be constructed at a proper elevation.

When we have the facts and a solution to the problem, we will advise you further. Copies of Blickenstaff's and Parson's reports are enclosed.

NOTED
R. L. PORTER

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:fp

Enc.

cc A. F. Parson

RECEIVED
OCT 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 90M 8-61 94681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Elgin, Oregon
October 26, 1962

SUBJECT: Bear Creek & Wallowa-Whiskey Creek Sec.
FAS 468 & 487, Contract 6114

To:

Mr. A. F. Parson
Division Engineer
La Grande

Today I inspected the sidewalks on the subject section in company with two Wallowa City Council members as you requested by telephone.

During construction when it was determined that the grade line as called for by the plans would necessitate building road approaches over the sidewalk, this was discussed with the City's street foreman. It was his opinion that this would be all right, but since then I believe property owners have complained and I think rightly so.

The only feasable solution to the problem is to raise the grade of the sidewalk by some means. It was my opinion when we looked at this, and the Council members agreed, that the best solution was to widen the shoulder of the road, covering up the present sidewalk, and construct an oiled footpath at road grade. They were going to talk to the property owners about this. There is also the possibility that we can raise the grade of the sidewalk near its present location, moving it only a few feet toward the road as required by the fill slope and construct an oiled pathway there.

I will do some field work on this next week to determine which plan is most feasable and to determine what drainage will be required. In the meantime, the council members will discuss this with the Mayor and the property owners.

L. V. Blickenstaff
L.V. Blickenstaff
Resident Engineer

CITY OF WALLOWA
WALLOWA, OREGON

October 18, 1962

REFERRED TO
MR. Cooper
BY SECRETARY

Oregon State Highway Department
Salem, Oregon

Gentlemen:

The lower part of the Whiskey Creek Road which has been under construction the past few months by a Contractor under the State Highway Department lies adjacent to one of Wallowa's city sidewalks. We understand the job isn't finished but will be left as it now is until next year when weather conditions are better.

Our problem is this: The road has been built up several feet above the existing sidewalk and driveways have been built across the sidewalks to the various properties which makes the sidewalk extremely rough and the City Council feels when winter weather comes this will create a hazardous condition in this area since the sidewalk is used by pedestrians daily.

Please send a representative to investigate this situation and recommend some solution.

Yours very truly,
Jennie Conklin
Mrs. Jennie Conklin
City Recorder

NOTED
R. L. PORTER

RECEIVED
OCT 19 1962
OREGON
STATE HIGHWAY COMMISSION

Porter

RECEIVED
OCT 29 1962

FOR FILES

6114

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1962

SUBJECT: Extension of Time
Bear Creek and Wallowa-Whiskey Creek
FAS 468 and 487
Contract No. 6114

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Attached is a Contractors Request for Increase in Number of Workdays to Complete Construction Contract submitted by Don Greene Construction, Inc., contractor on this project. The contractor requests an additional 9-days because it was necessary to subexcavate soft spots in the grade and backfill these spots with solid material.

Our records show that the contractor worked 9-days on this subexcavation and backfill work, but that the excavated material was utilized in fills in drier areas. This material would have come from borrow, and would have required 4-workdays. Thus, we recommend that he should be allowed 5-workdays for this reason.

At the present time, the contractor has completed the project up to the leveling course. Only about two-thirds of the leveling course has been placed and it is planned to place the other third of this material immediately prior to the oiling next season. To date the contractor has used 72-workdays; 60-days were originally specified.

This is an FAS job and formal concurrence of the Bureau of Public Roads is not required. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By W B Klaboe
W. B. Klaboe
Assistant Construction Engineer

RECEIVED
OCT 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

CHB:bjh
Attachment

cc: L. H. Young

original To Klaboe
with attachments

10-26-62

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AUG 8 1962
FOR FILING

S-488(1)

6114

Mr. W. O. Widdows
Sign Engineer
SHOPS

Salem, Oregon
August 3, 1962

Cross-Buck and Advance Warning Signs
Wallowa-Whiskey Creek Section
FA Project S-488(1)
Wallowa County

To conform with requirements of the Bureau of Public Roads it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing of the Union Pacific railroad tracks with the Wallowa-Evans Creek County Road at the east City Limits of Wallowa.

The crossing referred to is at Station 18+88.31 of Wallowa-Whiskey Creek Section, Contract No. 6114.

The signs should be installed before completion of the contract which is estimated to be September 15, 1962. Expense should be charged to prefix 532-1033. Federal Aid project is S-488(1). A title sheet sketch map is attached.

G. S. Paxson
Deputy State Highway Engineer

RA:ra
cc: A. F. Parson

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FILING

6114

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 6/08

PROJECT REPORT NO. S-487(1)

6117

FO. R-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: **Oregon**

COUNTY: **Wallowa**

PROJECT NO.: **S-487(1)**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co., Rd. Wallowa West 1.2 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-30-62	1.2
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 20,274.00	$ 12,700.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY Department
(Official name of Highway Department)

By

ASSISTANT State Highway Engineer
(Title)

By ______
______ (Title)

By ______
______ (Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer June 29, 1962

X PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid Secondary
Project No. S-487(1)

BEAR CREEK ROAD SECTION OF FAS ROUTE 468

IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 19, 1962

Type Code 5231
Roadway (Sta. 0+00 to Sta. 63+36)(Contract 6114)

3/4" - 0 Material in Leveling Course	2,220 cu.yd.	$ 3.50	$ 7,770.00
Sprinkling	60 M-Gal.	2.50	150.00
Preparation of Base	1.20 miles	2.50	300.00
3/4" - 0 Material in Binder Course	120 cu.yd.	4.30	516.00
Furnishing and Placing Aggregates	730 cu.yd.	5.50	4,015.00
MC-250 Asphalt	17 tons	60.00	1,020.00
120-150 Asphalt	60 tons	55.00	3,300.00
RS-1 Asphalt	16 tons	60.00	960.00
			$18,031.00
Flagging (57½% of Contractor's Cost)	All Required		$ 300.00
Signing	All Required		100.00
	Subtotal		$18,431.00
	10% Engr. & Cont.		1,843.00
	Total		$20,274.00

Length of Roadway- - - - - - - - - - - - -1.200 miles
Cost of Roadway per mile - - - - - - - -$16,895.00

Federal Funds- -	$12,700.00
State Funds- -	3,787.00
County Funds -	3,787.00
	$20,274.00

State Funds for Const: Chap. 175, Laws 1917; Chap 31, Laws 1920;
Chap. 529, Laws 1939

Funds for Maintenance: Chap 529, Laws 1939

6114 State

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
6 1962

FOR FILING
4 (1)

FORM R-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Wallowa

PROJECT NO.: S-488(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

6114

PROJECT TERMINI

Co. Rd. Wallowa East 1.63 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-30-62	1.6
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 87,046.00	$ 54,800.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______

ASSISTANT State Highway Engineer
(Title)

By ______

______
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer: June 29, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid Secondary
Project No. S-488(1)

WALLOWA-WHISKEY CREEK SECTION OF FAS
ROUTE 487 IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 19, 1962

Type Code 5231
Roadway (Sta. 9+00 to Sta. 94+50)(Contract 6114)

Clearing and Grubbing	All	Required		$ 2,500.00
Drainage Excavation, Unclassified	490	cu.yd.	$ 3.00	1,470.00
General Excavation, Unclassified	19,500	cu.yd.	0.90	17,550.00
Short Overhaul	36,400	yd.sta.	0.02	728.00
Long Overhaul	540	C-yd.sta.	0.40	216.00
Finishing Roadbed and Slopes	1.62	miles	800.00	1,296.00
Rounding Cutbanks	1,300	lin.ft.	0.20	260.00
12-Inch Corrugated Metal Pipe	340	lin.ft.	3.50	1,190.00
43-Inch Arch-Type Corrugated Metal Pipe	50	lin.ft.	14.00	700.00
Salvaging and Reinstalling Culvert Pipe	60	lin.ft.	4.00	240.00
Salvaging and Stockpiling Culvert Pipe	80	lin.ft.	3.00	240.00
18-Inch Corrugated Metal Siphon Pipe	80	lin.ft.	9.00	720.00
Concrete Siphon Boxes and Diversion Boxes	8	cu.yd.	80.00	640.00
Class "A" Concrete	44	cu.yd.	75.00	3,300.00
Metal Reinforcement	6,500	lbs.	0.20	1,300.00
Base Material, Grid-Rolled	16,000	cu.yd.	1.20	19,200.00
3/4" - 0 Material in Leveling Course	3,080	cu.yd.	3.50	10,780.00
Sprinkling	470	M-Gal.	2.50	1,175.00
Preparation of Base	1.62	miles	250.00	405.00
3/4" - 0 Material in Binder Course	160	cu.yd.	4.30	688.00
Furnishing and Placing Aggregates	1,030	cu.yd.	5.50	5,665.00
MC-250 Asphalt	25	ton	60.00	1,500.00
120-150 Asphalt	80	ton	55.00	4,400.00
RS-1 Asphalt	22	ton	60.00	1,320.00
				$ 78,733.00
Flagging (57½% of Contractor's Cost)	All	Required		300.00
Signing	All	Required		100.00

Subtotal	$ 79,133.00
10% Engr. & Cont.	7,913.00
Total	$ 87,046.00

Length of Roadway - - - - - - - - - - - - -1.619 miles
Cost of Roadway per Mile- - - - - - - - $ 53,765.28

Federal Funds- -	$ 54,800.00
State Funds -	16,123.00
County Funds -	16,123.00
	$ 87,046.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

Funds for Maintenance: Chap. 529, Laws 1939.

RECEIVED
JUN 11 1962
FOR FILING

6114

MISC. CONTRACTS and AGREEMENTS No. ...

Salem, Oregon
June 6, 1962

FAS Project Agreement
Wallowa County

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a partially signed copy of an agreement between the State Highway Commission and Wallowa County covering the Bear Creek and Wallowa-Whiskey Creek Sections of FAS 468 and 487 in Wallowa County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Wallowa County.

Secretary

rn
Attach: 1

RECEIVED
JUN 22 1962
FOR FILING

487(1)

6114

May 31, 1962

Don Greene Construction, Inc.
805 Liberty St., N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, accepted your proposal, which was received on May 23, 1962, for grading and oiling on Bear Creek and Wallowa-Whiskey Creek Sections of FAS Routes 468 and 467 in Wallowa County for the sum of $96,764.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 6114.

This letter confirms our telephone call to you of this date. Contract forms are now being prepared and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
J. Mc C.

fkn

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

Pacific Builder & Engineer, Inc.
1945 Yale Place North
Seattle 2, Washington

Attention: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

Daily Journal of Commerce
P. O. Box 932
Portland, Oregon

Attention: News Room

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JUN 1 1962
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5-4[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1962

SUBJECT: Bear Creek and Wallowa-Whiskey Creek Sections
FAS 468 and 487
Wallowa County

To: Mr. L. H. Young
OFFICE

The required advance deposit of $22,000 for the above project has been received and it is now clear for award of contract.

V. R. Jones
V. R. Jones
County & City Relations Planning Engineer

VRJ:mm

cc: R. L. Porter ✓

RECEIVED
MAY 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
SEP 18 1961

FOR FILING

[illegible]

[illegible]

September 15, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Wallowa-Whiskey Creek Section
FAS 487 and 489

Dear Sir:

Herewith location prospectus for the improvement of a county road on the FAS System which crosses your tracks east of the town of Wallowa in Wallowa County. No grade separation is proposed, but it is probable that improvement of the existing crossing will be a part of the project.

The location is just beginning, and details will be furnished you later.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. W. C. Williams

RECEIVED
SEP 18 1961
FOR FILING
487 ([illegible])
[illegible]

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
WALLOWA COUNTY ROADS
FAS 468, 487 and 489
WALLOWA COUNTY

The following prospectus is submitted concerning the above-mentioned sections of FAS 468, 487, and 489, which are county roads on the Federal Aid Secondary System. The proposed project consists of two units: Wallowa-Whiskey Creek Section on FAS487 and 489, which extends 1.7 miles easterly from the east end of the Wallowa River Bridge at Wallowa to Whiskey Creek near the junction of FAS 487 and 489 and the East Unit of the Diamond Prairie Road Section on FAS 468, which begins 1.2 miles westerly of the City of Wallowa and ends at the West City Limits of Wallowa. The total overall length of both sections is 2.9 miles.

This will be a location survey to prepare plans, specifications, and estimates for grading and/or surfacing and improving existing alignment on the Wallowa-Whiskey Creek Road Section. The town of Wallowa is between these two projects.

The general route follows the existing facility with minor changes in curvature and grade. On the Diamond Prairie Road Section the County, with its own forces, will do such widening and placing of base rock as may be required. No reconnaissance has been made and a reconnaissance will not be necessary. Soils investigations will be conducted and there are no special drainage problems. There is no need for an economic analysis at this time.

The 1960 ADT is estimated to be 200 and the projected 1980 ADT is 300.

The proposed project is to grade and surface and place a Type 0-11 oil mat wearing surface 20 feet wide with 2-foot shoulders on the Wallowa-Whiskey Creek Section, and to place 3 inches of leveling course and Type 0-11 oil mat wearing surface 20 feet wide on the Diamond Prairie Road Section. Shoulders on Diamond Prairie Road will be constructed 4 feet wide from the West City Limits of Wallowa to the Bear Creek Road Junction, a distance of 0.25 mile, and on the remainder of this section the shoulders will have a width of 2 feet. Deviations from State and Federal Standards with regards to alignment is anticipated adjacent to the cemetery on the Wallowa-Whiskey Creek Section.

The rise and fall and the central angle data is not available, but will be determined during the survey.

This will be a two-lane county road with no control of access. A concrete box culvert, or bridge, will be constructed to replace the two 36" x 72" corrugated arch pipes at Whiskey Creek on FAS 489. There is a crossing of the Union Pacific Railroad Company, Joseph Branch, just easterly of Wallowa on FAS 487.

The approved base design for construction is:

	NEW WORK	EXISTING
Wearing Surface	1¼" 0-11	1¼" 0-11
Top Course, Base	4 " Leveling	4 " Leveling
Bottom Course, Base	13 " Base	13 " CR
Total Depth	18¼"	18¼"

Materials are available from local or county-controlled sources.

Agreements will be necessary with Wallowa County.

There are no State Parks or roadside rest areas affected by this project.

September 13, 1961

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
Walter T. Wright (2)

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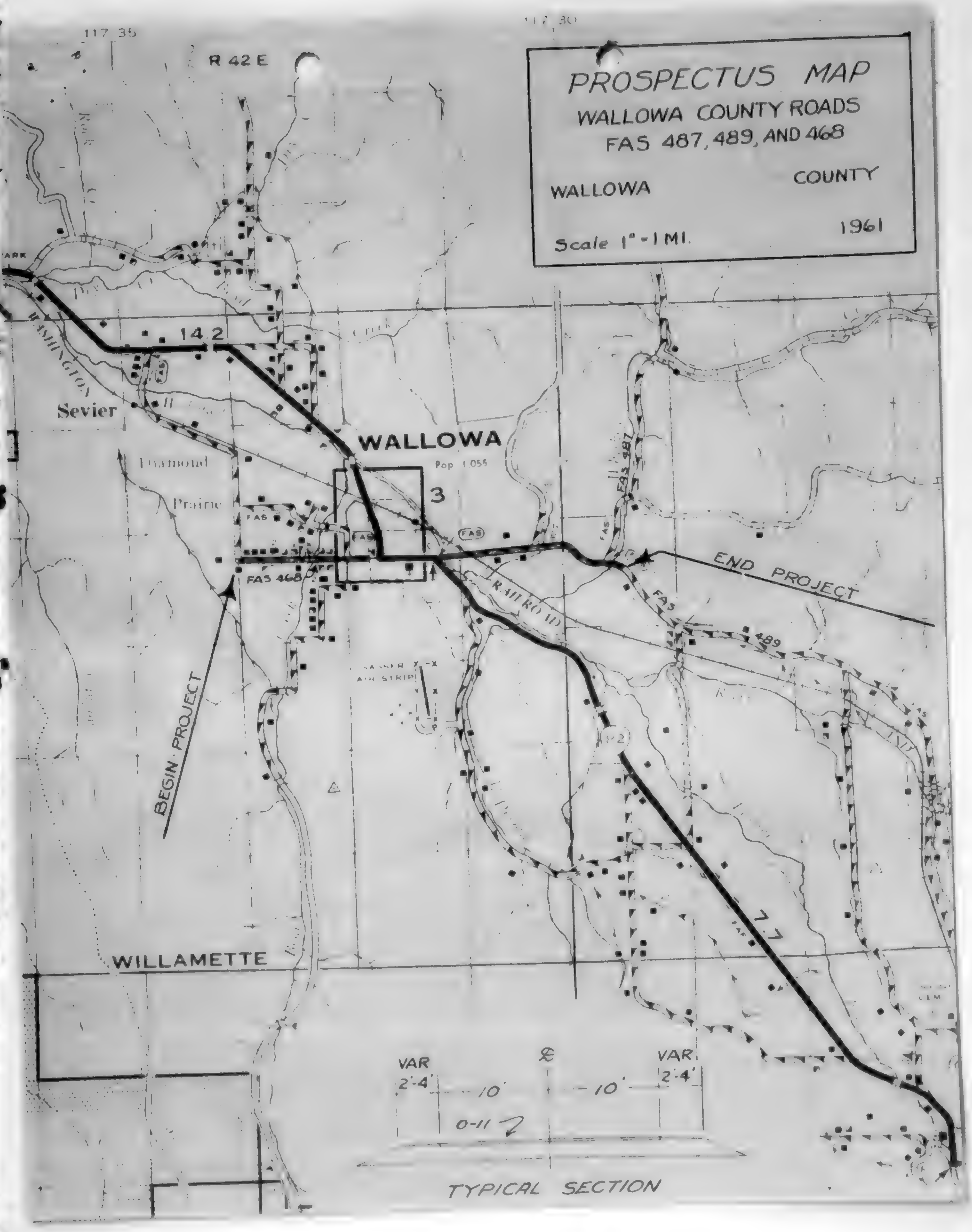
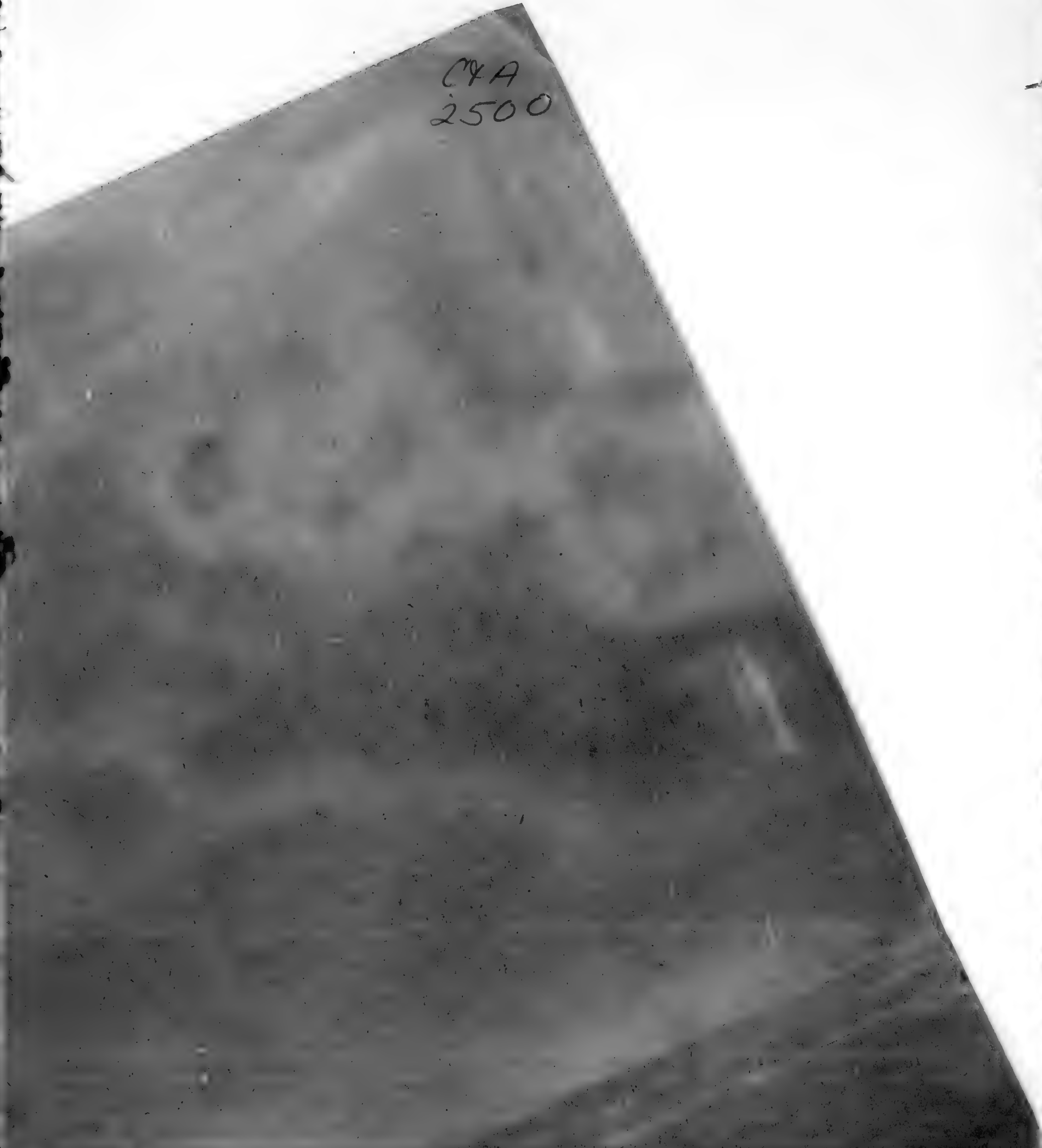
SEP 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER


PROSPECTUS MAP
WALLOWA COUNTY ROADS
FAS 487, 489, AND 468
WALLOWA
COUNTY
Scale 1" - 1 MI.
1961
117 35
117 30
R 42 E
14.2
Sevier
Diamond
Prairie
WALLOWA
Pop 1,055
3
FAS
FAS 468
FAS 487
FAS 489
END PROJECT
BEGIN PROJECT
RAILROAD
WASHINGTON
Creek
82
7.7
WILLAMETTE
VAR
2'-4'
10'
10'
VAR
2'-4'
0-11
TYPICAL SECTION

US-431(2)   Bellows St.-Spruce St.   1962
(Roseburg) Sec., FAS 241
#6115



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FOR FILING

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6115

3-14-63
36-2

March 19, 1963

Mr. Robert Horn
537 West Harvard Boulevard
Roseburg, Oregon

Dear Sir:

The State Highway Commission at its meeting on March 14, 1963, considered your claim in the amount of $149.60 for extra cost incurred in correction of a plugged sewer adjoining your property.

I am pleased to inform you that the Commission approved payment of the claim. The invoice is being forwarded today to Mr. C. H. Maison, Auditor.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Mr. Ken Meng
Director of Public Works
Department of Public Works
744 S. E. Rose Street
Roseburg, Oregon

Mr. R. L. Porter
Mr. Lloyd P. Shaw
Mr. Victor Wolfe
Mr. F. D. Morgan
Mr. C. H. Maison (Attached original & copy of Force Account Statement)

FQ:FP

FORM E-30 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 8, 1963

SUBJECT: Bellows St.-Spruce St.(Roseburg)
Contract No. 6115
Claim of Robert Horn

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

A detailed claim for expense incurred by Robert Horn as a result of plugged sewer lines is attached, along with explanatory letter by Ken Meng, Director of Public Works, City of Roseburg.

The amount of this claim is $149.60. Both our Legal Department and Division office were asked for opinions on responsibilities. The legal decision has determined that if the damage to the facilities was done within the neat lines of the excavation that it would be the responsibility of the department to pay the claim.

The area involved was excavated to an average depth of approximately three feet and during the rodding operations performed by Mr. Horn's plumber the lateral was found to be clear, well out into the area of our construction. Although the pipe was never completely uncovered, it was very close to the surface of the work and was crushed by equipment operating within the neat lines of excavation.

It is, therefore, recommended that we compensate Mr. Horn in the amount of $149.60, which is claimed. In the event you concur in this decision, we are enclosing a rough draft of letter for presentation to the Commission.

F. D. Morgan
Construction Engineer

By J F Putnam
J. F. Putnam
Assistant Construction Engineer

NOTED
LLOYD P. SHAW

JFP:bjh
Attachment

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FEB 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 6-61 [illegible]

CONSTRUCTION DIVISION
RECEIVED
JAN 25 1963

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Jan. 25, 1963

SUBJECT: Bellow St.-Spruce St. (Roseburg)
Contract No. 6115
Extra Sewer Work
Claim of Robert Horn

To: Mr. F. D. Morgan
Construction Engineer
Office

Attention G. L. Decker

As requested in your inter-department letter of Dec. 29, 1962, and following receipt of a copy of Mr. Chandler's report of Jan. 14, 1963, we have attempted to ascertain the extent of our legal responsibility in this matter.

It seems reasonably certain that Mr. Meng, Public Works Director for the City of Roseburg, is correct in his belief that as between the city, Douglas County, and the state, we are responsible for this damage, pursuant to the inter-government agreement (Misc. C. & A. 2500).

However, the present facts leave some doubt whether there is any legal liability at all; it is even less certain whether such liability as may exist properly rests upon the state or our contractor on this project, Roseburg Paving, Inc.

Mr. Meng states in his letter of Dec. 18, that the city crew found "an obstruction" in the line without enlarging on the nature or cause thereof. Mr. Chandler, in his report of January 14, indicates that the drain tiles in the drainage field have been crushed. If this was the only "obstruction," it would seem to justify the inference, in the absence of contrary information, that the damage was caused by the operation of construction equipment over the area in question. On this basis, Mr. Horn would probably be entitled to recover, either from the contractor or from the state (if the state were subject to suit on damage claims).

It is noted that the Special Provisions of this contract provide (pp. 8,9) that the contractor shall be responsible for any damage to existing utilities. Under the Standard Specifications, Art. 1.7.15, however, it appears that the state is required to bear the expense of repairing or replacing underground pipes, etc., damaged unavoidably "in cases where the damaged structures are within the neat lines of excavations and the presence of the structures is not made known to the contractor. . . ."

Mr. Chandler states that so far as is known, "all facilities were properly handled," which tends to show that the damage was unavoidable. Hence, if it is determined that the damage here involved was to facilities "within the neat lines of excavations" it is recommended that we pay this claim. Otherwise, it is recommended that we turn this claim over to the contractor, and advise Mr. Horn that he should look to Roseburg Paving, Inc., for payment.

Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: L. R. Chandler
L. I. Lindas

FORM E-30 10M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 14, 1963

SUBJECT: Bellow St.-Spruce St. (Roseburg)
Contract 6115

To: F. D. Morgan
Construction Engineer
Salem, Oregon

With reference your letter of December 20, 1962 and a billing from Robert Horn for additional compensation for sewer work after the reconstruction of the Bellow Street-Spruce Street Section in Roseburg, we have been unable to pin down responsibility for the fact that the sewage system from Mr. Horn's property did not function when the property was moved into after the completion of the project. However, since we worked near the area involved, it is possible that we are at fault.

The property involved was served by a septic tank and a drainage field below it and toward West Harvard Street from the building. As far as we knew, all facilities were properly handled, however, it was found when the new owners moved into the former Winter building that the sewer did not work and investigation by the plumbers, or the City, disclosed that the drain tiles in the drainage field had been crushed. The sewer was then revamped and connected to the City sewer line.

Because of the fact that we worked in or near the area, it is presumed that we should assume responsibility for this bill and it is recommended that payment be made.

L R Chandler
L. R. Chandler
Division Engineer

LRC:ds

CONSTRUCTION DIVISION
RECEIVED
JAN 15 1963
CE ACE ACE COE

REFERRED TO
Decker
By Construction Engineer

cc to F.C. McKinney 1-21-63
BK

City of Roseburg
Department of Public Works
744 S. E. Rose Street
ROSEBURG, OREGON

December 18, 1962

CONSTRUCTION DIVISION
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DEC 20 1962
NOTED ☑ ☐ ☐ ☐ ☐
CE ACE ACE COE

Oregon State Highway Department
Accounting Division
Salem, Oregon

REF: Bellows-Spruce Section (Roseburg), Contract #6115
F. A. Project #US-481(2)

Gentlemen:

During the course of construction of the above project, a portion of that property covered on Douglas County Tax Lot #56056-1, 56056-2, 56057-1, 56057-2, owned by Mr. Harry Winter, was purchased by the State Highway Department. Prior to this time Mr. Winter's home was on this property and connected to a sanitary sewer within the right of way of Harvard Avenue. Subsequent thereto, Mr. Winter moved his house from the property and sold the remaining portion of said property to Mr. Robert Horn. The construction called for the installation of a separate storm sewer system in this area and the maintaining of the existing sanitary sewer facilities. Toward the completion of the State construction, Mr. Horn, under a contract with Collins Construction Co. built his new real estate office. Said contract called for the connection of the sanitary sewer facilities to the existing sanitary sewer lateral which had previously served Mr. Winter's house.

When the time came for Mr. Horn's contractor to connect up the plumbing from the new structure to the existing lateral, it was found that this lateral was plugged and would not take sanitary sewage. Whereupon Collins Construction Co. under request from Mr. Horn and as an extra cost, endeavored to have a plumber rod the sewer, hoping to free the obstruction. When this rodding produced no results, the old lateral was traced back to the edge of the new sidewalk by digging same up with a rented backhoe in an effort to locate the obstruction. When this effort produced no results, the City was contacted and we sent our sanitary sewer crew to rod from the location in back of the sidewalk out into the street. Whereupon our crew also found an obstruction in the line.

The local Division Office, State Highway Department, was contacted and a new lateral was laid from the sanitary sewer in the street southerly to the right of way line. Whereupon, Mr. Horn had his contractor connect the new line to his new plumbing.

Mr. Horn feels that had the sanitary sewer lateral which previously served Mr. Winter's house not been disturbed in the street during construction, he would not have had the extra charges for the work outlined above. Mr. Horn realizes that he now has a sanitary sewer lateral from the City sewer to his property line and is grateful for this new facility. However, it is his feeling that he should be able to recover the money paid his contractor for this extra work apparently necessitated by the construction of the Spruce-Bellows project. Under the terms of the agreement between the City, the State and the County approved by the Oregon State Highway Commission on April 3, 1962, under authority set forth in Volume 47, Page 33395, Minute Book of the Oregon State Highway Commission and more particularly on Page 2 under "Things to be Done by the State", Paragraphs 2 and 3, we are requesting that necessary steps be taken to compensate Mr. Horn for this expense. Enclosed please find an itemized statement in triplicate signed by Mr. Horn and Mr. Collins for the above mentioned work.

If we can be of any further assistance in obtaining additional information, please let us know. Hoping to hear from you in the near future, I am,

Yours truly,

Ken Meng
Director Public Works

KM:jh

Enclosures

FORCE ACCOUNT STATEMENT

Bellows-Spruce Section (Roseburg)

Prime contract No. 6115
F. A. Project No. US-481(2)

Robert Horn Property
537 W. Harvard Boulevard

Statement from Mr. Horn's contractor, Collins Construction Co., for extra work of rodding and finally digging up old private sanitary sewer lateral, then connecting to new lateral on Mr. Horn's property. Said lateral found to be blocked off by construction in the right of way area from above state contract.

LABOR

Milton T. Vance, plumber	October 25 - 4 hrs.	
	" 26 - 5 hrs.	
	" 29 - 1 hr.	
	" 30 - 2 hrs.	
	12 hrs. @ $5.50	$ 66.00
John Nelson, plumber with power rodder	October 27 - 4 hrs. @ $6.50	26.00
	Sub-Total (Labor)	$ 92.00

EQUIPMENT

Backhoe rental from Pre-Mix Conc. Pipe Co.	November 2 - 1 hr. @ 10.00	$ 10.00
Backhoe rental from Collins Const. Co.	" 3 - 2 hrs @ 10.00	20.00
	Sub-Total (Equipment	$ 30.00

MATERIALS

20 feet 4 inch soil pipe		22.00
1 4 inch 1/8th bend		1.10
15 lbs. lead @ $ .30/lb.		4.50
	Sub-Total (Materials)	$ 27.60
Total Extra Cost (Paid by Robert Horn)		$149.60

We certify that these are the true and correct charges for the work described.

Robert H Horn
Robert Horn, Owner

Charles W Collins
Charles Collins, Contractor

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FEB 14 1963

FOR FILING

US-481 (1)

6115

February 14, 1963

Oregon State Highway Commission

Gentlemen:

A claim in the amount of $149.60 has been submitted by Mr. Robert Horn of the new Robert Horn Real Estate office at 537 West Harvard Boulevard in Roseburg. This amount represents the extra cost incurred for correction of a plugged sewer discovered at the time of connection with the plumbing.

A report from the Roseburg Division Office indicates our activities in construction of the Bellows Street-Spruce Street project, Contract No. 6115, as the cause of the sewer obstruction and that we should assume responsibility. This is also the opinion of our Legal Department.

We recommend payment of this claim. May we have your concurrence.

This matter will be on the agenda for your consideration at the March 14 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
C. H. Maison

GLD:JFP:bjh bbc

RECEIVED
DEC 13 1962
FOR FILING

December 12, 1962

Great American Insurance Co.
320 California St. (Bond Dept.)
San Francisco 4, Calif.

Gentlemen:

On November 29, 1962 you were notified of the release of final payment on contract #6115, awarded to Roseburg Paving, Inc. for grading and paving on the Bellows St.-Spruce St. Roseburg Section of FAS #241 in Douglas County.

Final payment on this contract is $2,487.47, and the total contract amount is $87,932.02, including $2,160.35 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

al
cc:

Roseburg Paving, Inc.
536 W. Maple St.
Roseburg, Ore.

Dwayne Buell Ins. Agency
Douglas County State Bank Bldg.
Roseburg, Oregon

C. H. Maison

NOTED ON CARD
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DEC 5 1962
FOR FILING
US-481(2)

6115

December 4, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that the revised completion date is November 6, 1962, on Contract No. 6115, Bellows St.-Spruce St. (Roseburg) Section, in Douglas County, in connection with Federal-Aid Project No. US-481(2).

After grading was completed it was found that sewer lines, disrupted by construction, had to be reinstalled. This work was done under Order for Extra Work No. 2-Revised. The revised completion is submitted to cover the extra work by the contractor.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

DBP:jb

cc: H. S. Cox

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6115

November 28, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed October 24 on Contract 6115. The contract was with Roseburg Paving, Inc. and was for grading and paving on the Bellows Street-Spruce Street (Roseburg) Section of FAS Route No. 241 in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 28, 1962 and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw bbc

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6115

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 23, 1962
Salem, Oregon

SUBJECT: Inspection Reports by BPR Area Engineer for Projects:
(1) Bellows St.- Spruce St. (Roseburg)
(2) Rive Hill - N. Oakland Jct.

To:
G.W.Harra
Engineer of Materials
Office

I have read the two subject reports and have reviewed pertinent data filed in the job folders. Comparisons of statements made and recorded data indicate condemnation by personal extravagance of inference and exaggeration as follows:

1. First paragraph Item 3 of report (1). There was no "reblending" of existing stockpiles. The original $\frac{1}{4}$ - 0 stockpile of river gravel was short of fine material. Completely new $\frac{1}{4}$ - 0 was then obtained from quarry rock located at the old Compton quarry north of Roseburg. None of the original $\frac{1}{4}$ - 0 river gravel entered the mix after the first trial. It is pertinent here to point out that for the sake of a few tenths of a percent of fines a poorer quality $\frac{1}{4}$ - 0 was used resulting in a poorer quality pavement.

2. Second paragraph Item 3, same report concerning reports of samples. Although official acceptance or rejection is based on central laboratory tests, just as the BPR accepts or rejects on record samples, there was control sampling and testing on the project with results available to anyone concerned. The statement that it takes two weeks for the central laboratory to report a sample is certainly without foundation. Following is a table of dates received and dates reported for all AC samples from this project:

Received	Reported
9/20	9/21
9/27 Thursday	10/1 Monday
9/27	10/1
9/27	10/1
10/1	10/1
10/1	10/1
10/1	10/1
10/1	10/1
10/1	

The first sample was in the BPR office the afternoon of the 21st, five days, including the weekend, prior to the subject inspection.

3. Item 4 of report (2), Rice Hill - N. Oakland Jct.
Second paragraph The Inspector always has had "control at the project level".

Third paragraph An opinion not substantiated by previous actions against this contractor. Specifically, 50% increase in mixing time for entire job because of contaminated stockpile on McKenzie River project.

Fifth paragraph. This is an opinion concerning organization and not conformance with specifications or quality of the finished product. It inferes incompetence on the part of the Resident Engineer and the Inspector on this project which is later denied in the report.

Sixth paragraph This is an assumption of a condition that does not exist. The Inspector does have full authority on the basis of his analysis.

Seventh paragraph The quality has been established by applying the latest gravel equivalency formula to a specimen completely within specifications and to nearly all specimens taken at locations indicated as being out of specifications. The results indicate the out-of-specification samples are as good or better then the in-specification specimen in regard to strength or gravel equivalency. In fact the average G.E. obtained in these tests is very nearly the same as that obtained on the AASHO Road Test with use of the same formula and traffic index. The danger in exceeding the specified limit of the large size aggregate is that densification may become difficult. Of 43 routine compaction tests made, 7 were at points indicated as outside gradation specifications. Of the 7 only one (14.3%) was low in relative compaction. This indicates better compaction of the out-of-specification points than the 9 low relative compactions out of 43 for the total project (20.9)%.
The last sentence brings up the question of whether quality is the objective with specification material a minimum requirement, or whether specification requirements are the objective, sometimes at the cost of quality.

4. Item 6. First paragraph There were 4 samples of 3/8 - 0 prior to the start of construction. Further, one of these samples was a composite of approximately 75 seperate samples taken over the total stockpile which the only reliable method of obtaining stockpile representation.

Fourth paragraph The job mix is not constant throughout the job but is changed frequently by the Inspector to meet varying conditions Such changes are indicated on the plant reports.

Sixth paragraph The statements are correct and normally the mix should be set to be within the job tolerance of the overall specifications. However, in this project and some others the mix is set up with high quantity of coarse aggregate and low fine sand in order to obtain strength which is required for the base used and which was obtained on this project as evidenced by the G.E. determined.

5. Item 8 Third paragraph I have never met with any "foggy" conception as to who had authority at the paving plant. There is some misunderstanding concerning responsibility of aggregate production but none of hot mix production.

Sixth paragraph The essence of this paragraph and those that follow is repeated several times and is definitely in error. The Inspector does have authority to reject, he does reject and did so on this project to the extent of 121 tons. These rejections were based on knowledge that the material was out of specifications prior to delivery on the road. In other instances, such as a few percentage points excess ¾-¼ or a few tenths deficient of fine sand, the Inspector can not tell whether the material is in specifications or not until he has run a test which requires a minimum of an hour. By this time the material is placed. Stopping production at this point would serve no purpose for nothing was wrong with the raw material or the plant. The fault was in the operation as indicated by the letter of August 29. Correction could be determined only during production with the answer after the material was laid. For this reason the Inspector did not stop production. The laid material that proved to be out of specifications was to be tested for quality and if found not as good as the in-specification quality, then penalizing action would be taken. The out-of-specification material was tested for quality and was found to be as good or better than the in-specification material. Therefore, no penalizing action was taken.

The remainder of the inspection report is repititious of the above discussed points.

O A White
O. A. WHITE
Asst. Materials Engineer

OAW:arr

1121 (2)

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

US - 481 (2)

For Week Ending November 16, 1962

Section Bellevue St. - Spruce St. (Roseburg)

Kind of work Grading & Paving

Highway F.A.S.Rt. 241 County Douglas

Section prefix 210 - 1079

Contractor Roseburg Paving, Inc.

Contract number 6115

Date of contract June 1, 1962

Specified work days 70

Date work started July 5, 1962

Work days used 70

Project authorization $ 113,245.31

Exclusive of engineering $ 105,192.31

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 88,918.95

Estimated per cent [illegible] or underrun 15.5 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 8,053.00

Engineering cost to date $ 14,300.00, 177.6 %

Date project was completed October 24, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100 %	100 %	100 %	100 %	100 %	100 %	———

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

NOTED
G. S. PAXSON

Semi-final estimate completed and submitted to Division Office on November 15, 1962.

FINAL REPORT.

NOTED
R. L. PORTER

CONSTRUCTION DIVISION
NOV 16 1962
NOTED

NOTED
FORREST COOPER

NOTED
JOHN R. OAKES

NOTED M. N. JUVE

Signed O. B. Jackmond
O. B. Jackmond

Address P. O. Box 1128, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.53	0.53		0.53	0.53
Miles partially completed	0.53	0.53		0.53	0.53
Miles completed	0.53	0.53		0.53	0.53
Total estimated quantities (contract)	7,080 c.y.	6,120 c.y.		9 T	2,450 T
Total quantities corrected to date	5,669 c.y.	5,726 c.y.		15 T	2,461 T
Estimated quantities moved or placed to date	5,669 c.y.	5,726 c.y.		15 T	2,461 T
Average daily quantities	0	0		0	0
Average daily quantities necessary to complete project on time	0	0		0	0
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Men 0

Supervision 0

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Showers		
Friday			
Saturday			

RECEIVED
1962

FOR FILING

[illegible] (2)

6 / [illegible]

Type 3

GN RSB 77 10-5-62 1 19

F B KLABOE

OPENING BELLOWS ST-SPRUCE ST. SAT AT 2:00 PM AND E AND F ST. IN GRANTS PASS AT 11:00 AM MONDAY.

PUTNAM
LF :,.

K.

NOTED
R.L. PORTER

RECEIVED
SEP 21 1962
FOR FILING

6115

September 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2-Revised, covering the re-installation of 8" and 4" sanitary sewer lines on the Bellows St.-Spruce St. (Roseburg) Section of FAS Route 241 in Douglas County, Contract No. 6115, in connection with Federal-Aid Project No. SS-481(2).

After grading was started, it was found that more sewer line adjustments than originally estimated are required. The original Order No. 2 covered the 4" sewer lines only. It was in the amount of $379.50 and approved by the BPR July 20, 1962. The revised order is in the amount of $920.00. Approval has been verbally recommended by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By JAH
L. H. Young
Office Engineer

DBP:mmb

Enc.

RECEIVED
AUG 24 1962
FOR FILING

6115

August 23, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the adjustment of a chain link fence on the Bellows St.-Spruce St. Section of FAS Route 241 in Douglas County, Contract No. 6115, in connection with Federal-Aid Project No. U3-481(2).

The Roseburg High School fence encroaches on the sidewalk area and must be adjusted for construction of the walk. Two copies of the sketch showing the proposed revision are attached.

This work has been verbally approved by the BPR District and Area Engineers and the Field was authorized to proceed August 10th as an emergency measure to expedite construction of the walk. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 1 1962
FOR FILING

6115

August 1, 1962

Mr. A.W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the adjustment of sanitary sewer lines on the Bellows St.-Spruce St. (Roseburg) Section of FAS Route No. 241 in Douglas County, Contract No. 6115, in connection with Federal-Aid Project No. S-481(2).

This work is necessary to clear for construction and to fulfill right of way obligations. It is an anticipated item of the contract and funds included in the project authorization.

Approval has been verbally recommended by the B.P.R. Area Engineer and the field was authorized to proceed July 20, 1962 as an emergency measure to expedite construction. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:cr

RECEIVED
6 1962
FOR FILING

[illegible]
6115

477 Cottage Street, N.E.
Salem, Oregon

July 2, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. H. Parsons, Division Engineer
08-35.5 Salem, Oregon

Utility Adjustment
Pacific Power & Light Co.
Bellows St.-Spruce St. Section
Oregon Project US-481(2)

Your letter of June 22, 1962 and Utility letter of June 26, 1962 with cost estimate and sketch map are approved as the basis for an agreement.

You are authorized to proceed with the work. This work was not included in the project agreement estimate but will be considered as a Change Order, to cover a condition that developed after the project agreement estimate was prepared. Reimbursement will be subject to the provisions of PPM 30-4.

riginal To Young
Copy To Wright
7-16-62

NOTED
R. L. PORTER

RECEIVED
JUL 16 1962
FOR FILING

[illegible]

6115

477 Cottage Street, N.E.
Salem, Oregon

July 2, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. H. Parsons, Division Engineer
08-35.5 Salem, Oregon

Utility Adjustment
Pacific Power & Light Co.
Bellows St.-Spruce St. Section
Oregon Project US-481(2)

Your letter of June 22, 1962 and Utility letter of June 26, 1962 with cost estimate and sketch map are approved as the basis for an agreement.

You are authorized to proceed with the work. This work was not included in the project agreement estimate but will be considered as a Change Order, to cover a condition that developed after the project agreement estimate was prepared. Reimbursement will be subject to the provisions of PPM 30-4.

original To Young
Copy To Wright
7-16-62

NOTED
R. L. PORTER

RECEIVED
JUN 29 1962
FOR FILING

US-481(2)

6115

June 29, 1962

Mr. A. [illegible] Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Bellows St.-Spruce St. Section
FAS 241
Douglas County
Project No. US-481(2)

Dear Sir:

Herewith are the following data covering the adjustment of one power pole, property of the Pacific Power & Light Company, in connection with construction of the subject project:

1. Two copies of our Staff Attorney's letter which establishes the obligation of the State to reimburse the Company for making the adjustment.

2. Two copies of the Company's estimate of cost for making the adjustment.

3. Two copies of the sketch prepared by the Company showing the adjustment to be made.

Your approval of the agreement between the State and Company as evidenced above and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

It was originally believed that this pole was on public property. It has now been determined that it is located on the property of School District No. 4. It is necessary that the pole be moved at once and your early approval will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

[illegible] H. Young
Office Engineer

DBP:ra

CEIVED
JUL 2 1962

6113

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. FOR FILING 6905-	FO R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE Oregon
PROJECT REPORT NO. US-481 (2)	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Douglas
6115		PROJECT NO. US-481(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Bellows St. to Madrone St. Roseburg

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-1-62	0.281
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 91,302.00	$ 57,500.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By _______________
ASSISTANT State Highway Engineer
(Title)
By _______________
____
(Title)
By _______________
____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX A. H. Parsons
(Division Engineer)
By: L. R. Backlund
Administrative Manager
Date executed by Division Engineer June 29, 1962

X PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project US-481(2)

BELLOWS STREET-SPRUCE STREET (ROSEBURG) SECTION OF FAS ROUTE 241 IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 20, 1962

Type Code 6201
Roadway (Sta. 1+50 through Equa. 13+75.55=10+75.55 to Sta. 13+32)(Contract 6115)

Clearing and Grubbing	All	Required (95%)		$ 2,470.00
Drainage Excavation, Unclassified	190	cu.yds.	2.95	560.50
Structural Excavation, Unclassified	360	cu.yds.	6.50	2,340.00
General Excavation, Unclassified	5,440	cu.yds.	1.40	7,616.00
Finishing Roadbed and Slopes	0.28	miles	1,000.00	280.00
8-Inch Sewer Pipe	570	lin.ft.	2.65	1,510.50
12-Inch Sewer Pipe	540	lin.ft.	3.45	1,863.00
Extra for Pipe Under Pavement	250	lin.ft.	2.60	650.00
1-1/4 Inch Electrical Conduit	780	lin.ft.	1.10	858.00
Concrete Inlets, Type CG	12	only	95.00	1,140.00
Curb Inlets	2	only	95.00	190.00
Concrete Manholes	4	only	210.00	840.00
Adjustment of Manholes	4	only	45.00	180.00
Concrete Curbs	86	cu.yds.	56.00	4,816.00
Concrete Walks	980	sq.yds.	4.20	4,116.00
Concrete Driveways	360	sq.yds.	5.25	1,890.00
Class "A" Concrete in Walls	70	cu.yds.	70.00	4,900.00
Metal Reinforcement in Walls	9,000	lbs.	0.15	1,350.00
Class "A" Concrete in Stairways	5	cu.yds.	85.00	425.00
Metal Reinforcement in Stairways	340	lbs.	0.15	51.60
Pipe Handrail	56	lin.ft.	4.00	224.00
Concrete in Islands	16	cu.yds.	40.00	640.00
Salvage Irrigation System	All	Required		550.00
Slope Paving Replacement	60	sq.yds.	6.50	390.00
Salvage and Reinstall Type 3 Fence	6	rods	9.00	54.00
Metal Guard Rail	140	lin.ft.	5.75	805.00
Coarse Crushed Material in Base	4,840	cu.yds.	3.15	15,246.00
3/4" - 0 Material in Base	580	cu.yds.	3.70	2,146.00
Sprinkling	142	M-Gal.	3.00	426.00
Preparation of Base	0.28	miles	1,000.00	280.00
3/4" - 0 Material in Binder Course	49	cu.yds.	5.10	249.90
RC-250 Asphalt	8	tons	55.00	440.00
Class "B" Asphaltic Concrete	2,100	tons	9.50	19,950.00
Asphaltic Concrete Traffic Markers, Type L	570	lin.ft.	1.50	855.00
				$ 80,301.90

Flagging (57½% of Contractor's Cost)	All Required	$ 2,500.00
Salvage Shrubs	All Required	100.00
Signing (Temporary)	All Required	100.00
	Subtotal	$ 83,001.90
	10% Eng. & Cont.	8,300.10
	Total	$ 91,302.00

Length of Roadway- - - - - - - - - - - - - - - -0.281
Cost of Roadway Per Mile - - - - - - - - - - - $324,918.14

Federal Funds -$ 57,900.00
State Funds -$ 33,402.00
$ 91,302.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

Federal-Aid
Project US-481(2)

Oregon State Highway Department

BELLOWS STREET-SPRUCE STREET (ROSEBURG) SECTION
OF FAS ROUTE 241 IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 26, 1962

Type Code 6201
Roadway (Sta. 1+50 thru Equa. 13+75.55 = 10+75.55 to Sta. 13+32)

Clearing and Grubbing	All	Required (95%)		$ 7,125.00
Drainage Excavation, Unclassified	190	cu.yd.	$ 3.00	570.00
Structural Excavation, Unclassified	360	cu.yd.	5.00	1,800.00
General Excavation, Unclassified	5,440	cu.yd.	1.25	6,800.00
Finishing Roadbed and Slopes	0.28	mile	2000.00	560.00
8-inch Sewer Pipe	570	lin.ft.	2.00	1,140.00
12-inch Sewer Pipe	540	lin.ft.	2.50	1,350.00
Extra for Pipe under Pavement	250	lin.ft.	4.00	1,000.00
1½-inch Electrical Conduit	780	lin.ft.	1.50	1,170.00
Concrete Inlets, Type CG	12	only	120.00	1,440.00
Curb Inlets	2	only	110.00	220.00
Concrete Manholes	4	only	325.00	1,300.00
Adjustment of Manholes	4	only	50.00	200.00
Concrete Curbs	86	cu.yd.	50.00	4,300.00
Concrete Walks	980	sq.yd.	5.50	5,390.00
Concrete Driveways	360	sq.yd.	5.50	1,980.00
Class "A" Concrete in Walls	70	cu.yd.	60.00	4,200.00
Metal Reinforcement in Walls	9,000	lb.	0.15	1,350.00
Class "A" Concrete in Stairways	5	cu.yd.	75.00	375.00
Metal Reinforcement in Stairways	340	lb.	0.20	68.00
Pipe Handrail	56	lin.ft.	3.00	168.00
Concrete in Islands	16	cu.yd.	55.00	880.00
Salvage Irrigation System	All	Required		300.00
Slope Paving Replacement	60	sq.yd.	2.50	150.00
Salvage and Reinstall Type 3 Fence	6	rod	10.00	60.00
Metal Guard Rail	140	lin.ft.	3.00	420.00
Coarse Crushed Material in Base	4,840	cu.yd.	3.00	14,520.00
3/4" - 0 Material in Base	580	cu.yd.	3.50	2,030.00
Sprinkling	142	M-gal.	3.00	426.00
Preparation of Base	0.28	mile	1000.00	280.00
3/4" - 0 Material in Binder Course	49	cu.yd.	5.00	245.00
RC-250 Asphalt	8	ton	60.00	480.00
Class "B" Asphaltic Concrete	2,100	ton	9.50	19,950.00
Asphaltic Concrete Traffic Markers, Type L	570	lin.ft.	1.00	570.00
				$82,817.00

Flagging (57½% of Contractor's Cost)	All Required	$ 2,500.00
Salvage Shrubs	All Required	100.00
Signing (Temporary)	All Required	100.00
		$ 2,700.00
Utility Work		
Work by City of Roseburg	All Required	$ 5,000.00
	Subtotal	$90,517.00
	10% Engr. & Cont.	9,051.00
	Total	$99,568.00

Length of Roadway - - - - - - 0.281 Mile
Cost of Roadway Per Mile- - - $354,334.51

Federal Funds -	$62,000.00
State Funds -	37,568.00
	$99,568.00

Federal-Aid
Project US-481(2)

Oregon State Highway Department

BELLOWS STREET-SPRUCE STREET (ROSEBURG) SECTION
OF FAS ROUTE 241 IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 25, 1962

Type Code 6201
Roadway (Sta. 1+50 thru Equa. 13+75.55 = 10+75.55 to Sta. 13+32)

Clearing and Grubbing	All	Required (95%)		$ 7,125.00
Drainage Excavation, Unclassified	190	cu.yds.	$3.00	570.00
Structural Excavation, Unclassified	360	cu.yds.	5.00	1,800.00
General Excavation, Unclassified	5,440	cu.yds.	1.25	6,800.00
Finishing Roadbed and Slopes	0.28	mile	2000.00	560.00
8-inch Sewer Pipe	570	lin.ft.	2.00	1,140.00
12-inch Sewer Pipe	540	lin.ft.	2.50	1,350.00
Extra for Pipe under Pavement	250	lin.ft.	4.00	1,000.00
1½-inch Electrical Conduit	780	lin.ft.	1.50	1,170.00
Concrete Inlets, Type CG	12	only	120.00	1,440.00
Curb Inlets	2	only	110.00	220.00
Concrete Manholes	4	only	325.00	1,300.00
Adjustment of Manholes	4	only	50.00	200.00
Concrete Curbs	86	cu.yds.	50.00	4,300.00
Concrete Walks	980	sq.yds.	5.50	5,390.00
Concrete Driveways	360	sq.yds.	5.50	1,980.00
Class "A" Concrete in Walls	70	cu.yds.	60.00	4,200.00
Metal Reinforcement in Walls	9,000	lbs.	0.15	1,350.00
Class "A" Concrete in Stairways	5	cu.yds.	75.00	375.00
Metal Reinforcement in Stairways	340	lbs.	0.20	68.00
Pipe Handrail	56	lin.ft.	3.00	168.00
Concrete in Islands	16	cu.yds.	55.00	880.00
Salvage Irrigation System	All	Required		300.00
Slope Paving Replacement	60	sq.yds.	2.50	150.00
Salvage and Reinstall Type 3 Fence	6	rods	10.00	60.00
Metal Guard Rail	140	lin.ft.	3.00	420.00
Coarse Crushed Material in Base	4,840	cu.yds.	3.00	14,520.00
3/4" - 0 Material in Base	580	cu.yds.	3.50	2,030.00
Sprinkling	142	M-gal.	3.00	426.00
Preparation of Base	0.28	mile	1000.00	280.00
3/4" - 0 Material in Binder Course	49	cu.yds.	5.00	245.00

RC-250 Asphalt	8 tons	$60.00	$ 480.00
Class "B" Asphaltic Concrete	2,100 tons	9.50	19,950.00
Asphaltic Concrete Traffic Markers, Type L	570 lin.ft.	1.00	570.00
			$82,817.00
Flagging (57½% of Contractor's Cost)	All Required		2,500.00
Salvage Shrubs	All Required		100.00
Signing (Temporary)	All Required		100.00
			$ 2,700.00
	Subtotal		$85,517.00
	10% Engr. & Cont.		8,551.00
	Total		$94,068.00

Length of Roadway - - - - - - 0.281 Mile
Cost of Roadway Per Mile- - - $334,761.56

Federal Funds -	$59,000.00
State Funds -	35,068.00
	$94,068.00

RECEIVED
JUN 8 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

June 1, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project US-481(2)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project US-481(2), Bellows Street-Spruce Street Section, FAS Route 241 in Roseburg, we hereby concur, as of this date, in award of Contract No., 6115 to Roseburg Paving, Inc., of Roseburg, Oregon, low bidder in the amount of $92,812.50 at the May 23, 1962 bid opening.

original To Young
6-8-62

RECEIVED
JUN 4 1962
FOR FILING

US-481(2)

6115

June 1,1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for the Bellows Street-Spruce Street (Roseburg) Section. Grading and paving on FAS Route 241 in Douglas County, Project US-481(2), to Roseburg Paving, Inc., Roseburg on the basis of the bid of $92,812.50 submitted on May 23, 1962.

All rights of entry required for this contract are acquired.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

RECEIVED
MAY 28 1962
FOR FILING
[illegible]
[illegible]

May 25, 1962

Roseburg Paving, Inc.
536 W. Maple Street
Roseburg, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, accepted your bid in the amount of $92,812.50 for grading and paving on the Bellows Street-Spruce Street (Roseburg) section of FAS Route 241 in Douglas County, which was the low bid received for that job on May 23, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

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[illegible] 62
FOR FILING

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MISC. CONTRACTS and
AGREEMENTS No. 2500

Salem, Oregon
May 11, 1962

Cooperative Construction Agreement
Bellows St.-Spruce St. (Roseburg) Sec.
Roseburg-Melrose-Umpqua County Road
City of Roseburg and Douglas County

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a cooperative construction agreement with the City of Roseburg and Douglas County covering construction on Bellows St.-Spruce St. (Roseburg) Section of the Roseburg-Melrose-Umpqua County Road in the City of Roseburg.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Roseburg, Oregon and one fully executed copy has been sent to the County Court of Douglas County.

Secretary

rn
Enc. 1

RECEIVED
MAY 11 1962
FORM E-30X---50M---6-61---36082
FOR FILING
US 481(2)
6115

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1962

SUBJECT: Water Line Adjustments
Oregon Water Corporation
Bellows St.-Spruce St.(Roseburg)
Section

FAS-241 -- Douglas County
Project No. US-481(2)

To: Mr.L. I. Lindas
Chief Counsel

OFFICE

ATTENTION: Mr. J. N. Hershberger

Bids are to be opened on the subject section on May 28, 1962. Water meters owned by the Oregon Water Corporation, 219 North Main Street, Roseburg, are in conflict with the proposed construction and must be adjusted.

These meters and private services are located throughout the project on Harvard Avenue, West Corey Street, and Military Avenue, and are located both on public road right of way and on private property.

Normally, it is the obligation of the State to reimburse the utility for adjusting any facility located on private property. In this case, however, Mr. Alton Andrews, General Manager for the water company, has stated the company will do all the work without reimbursement, due to the small amount of reimbursable work on the project.

It is, therefore, recommended a letter be written to the company stating these facts with signature lines upon which the company may indicate their approval of this action.

Mr. Richard Murcell, P. O. Box 1128, Roseburg, is Resident Engineer on this project; Mr. John L. Gunter, of the same address, is DMS for District 3D, and Mr. Paul R. Barnhart, of this address, is Field Utilities Liaison Engineer for this area.

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh

cc: G. S. Paxson

RECEIVED
MAY 10 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 9 1962
FOR FILING

FORM E-30X—80M—6-61—26682

US-481(2)

6115

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1962

SUBJECT: TV Cable Adjustment
Oregon Broadcasting Company
Bellows St.-Spruce St. (Roseburg) Section
FAS 241 -- Douglas County
Project No. US-481(2)

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

ATTENTION: Mr. J. N. Hershberger

Bids are to be opened on the abovenamed section on May 23, 1962. A TV cable owned by the Oregon Broadcasting Company, P.O. Box 1189, Medford, Oregon, is in conflict with the proposed construction and must be moved.

This aerial cable is contacted on poles owned by the Pacific Northwest Bell Telephone Company on the north side of Military Avenue, the east side of Madrone Street, and the southwest side of Oak Avenue, crossing the "L^3" Line near Station 11+10 and the "WL^2" Line near Station 11+90.

Since the cable is located on county road right of way, it is the obligation of the company to make the adjustments at their own expense. It is recommended the county be informed of these facts so that they may notify the company of the necessary adjustments. Work may be started at any time, but the Resident Engineer should be notified not less than three (3) days prior to the date work is to commence.

Mr. Richard Murcell, P. O. Box 1128, Roseburg, is Resident Engineer on this project; Mr. John L. Gunter of the same address is DMS for District 3D; and Mr. Paul R. Barnhart of this address is Field Utilities Liaison Engineer for this area.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh

cc: G. S. Paxson

RECEIVED
MAY 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
4 1962
FOR FIL
US-481 (2)

Form CD-121
UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: May 1, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Roseburg

Copy To
[illegible]
5-3-62

SUBJECT: Oregon Project US-481(2)
Bellows St.-Spruce St. (Roseburg) Section

We have approved, as of this date, the P. S. and E. documents for the grading and paving of the Bellows Street-Spruce Street (Roseburg) Section of F.A.S. Route 241.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

This authorization is predicated on your guarantee that all buildings that are to be removed by others will be removed by July 1, 1962. In case they are not removed by this date we will not participate in the cost of any claim that the contractor may make due to their non-removal.

RECEIVED
MAY 3 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1962
FOR FILIN

US-481(2)

6115

FORM CD-121
(9-22-59)

UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

DATE: April 30, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project US-481(2)
Bellows Street-Spruce Street Section
FAS Route 241 in Roseburg

Regarding the above project, planned for inclusion in the May 23, 1962 bid opening, we note the Special Provision advising that additional time for removal of buildings at five locations will be required. Due to the locations of these structures and since the project is quite limited in length, it appears certain that the contractor's activities will be seriously hampered by the delay in clearing the right-of-way.

Consequently, we will be unable to authorize advertising of the project unless there is assurance that the contractor can proceed with work on any and all parts of the project by the date of contract award.

The P. S. and E. submission will be held, without approval pending receipt of advice as to action to be taken in this instance. We solicit your cooperation in an effort to avoid recurrence of such undesirable situations in connection with future projects.

Copy To

4-30-62

RECEIVED
APR 30 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

US-4[illegible]

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 27, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Right of Way Status
Bellows Street-Spruce
Street Section
(Roseburg)
Douglas County

Dear Sir:

All rights of way or rights of entry have been obtained on this project, except for the following files:

File No. 33868	Long	$10,000
33870	Martin	2,400
		$12,400

Legal letters of offer have been out on these files approximately a month during which time every effort at settlement is exhausted. Filings will be completed no later than May 4 on both properties.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:zg

cc Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. L. I. Lindas

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APR 6 1962
FORM E-30 50M 3-61 84397

FOR FILING

US-481(2)

6115

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
April 3, 1962

SUBJECT: Street Lighting
FAS 241
Bellows Street-Spruce Street
(Roseburg Section)
Grading and Paving
City of Roseburg

To:

Tom Edwards
Asst. Highway Engineer
BUILDING

I hand you herewith a copy of a memo to file on the above subject. I wish to advise that on March 29, Mr. George, of this office, discussed the matter with Mr. Klaboe and subsequently contacted Mr. Graham, County-City Relations, who was oriented with the facts involved. We will work with him and their office will advise as to whether or not it is a "State" pay item.

J. Al. Head
Asst. Traffic Engineer

JAH:tm
Attachment
cc: Si Cox

NOTED
TOM EDWARDS

RECEIVED
APR 3 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
March 28, 1962

SUBJECT: FAS 241
Bellows Street-Spruce Street
(Roseburg Section)
Grading and Paving
City of Roseburg

To:

MEMO TO THE FILE

A meeting was held with Mr. Ken Meng, City Engineer, and Mr. Palm of the Pacific Power and Light Company on March 20, 1962, at 1:00 p.m. in Roseburg. The street lighting to be installed by the City of Roseburg on the subject alignment was discussed in regard to the placement of needed conduit for the illumination circuits. Mr. Palm suggested that the luminaires east of the Washington Avenue Bridge be served from the existing series circuit and that the lighting from Harvard Avenue across the bridge to Spruce Street be served by a 480 volt multiple circuit from the west side of the bridge. A conduit estimate of $1200 was given to Mr. Meng for this needed conduit.

On March 23, 1962, Mr. Meng called and asked that the lighting east of the bridge be served by another conduit crossing at Sta. 24+10.

The conduit location was given to the construction drafting division for inclusion in the paving contract.

Mr. Meng also stated that Mayor Peter B. Sarifin had asked whether the cost of this conduit was to be included in the State paving contract or be assumed by the City of Roseburg. He was informed that this cost allocation would be worked out in Salem.

Merle P Bailey
Merle Bailey
Illumination Engineer

MB:mgm

3/28/62
Al - This has not been done - I will contact Klaboe on this. P.E.G.
3/29/62

Klaboe contacted — ref. me to County - City J. Graham now knows all the facts and will advise us so that we may or may not include it as a "State" pay item. P.E.G.

NOTED
L. E. GEORGE

NOTED
J. AL HEAD

29-8309 Hebo-Dolph-Neskowin Rock Prod. 1962
Proj., Oregon Coast-Three Rivers-
#6116 Little Nestucca Hwys.

RECEIVED
FEB 15 1963
FOR FILING

27 8304

6116

9

February 14, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract #6116 awarded to Robert S. Burch, for the Hebo-Dolph-Neskowin Rock Production Project on the Oregon Coast; Three Rivers; Little Nestucca Highways in Tillamook County was completed on September 25, 1962, and accepted by the Highway Commission on February 11, 1963.

Final payment, in the amount of $1,425.76 will be released to the contractor after February 21, 1963. The total contract amount is $41,047.59, and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Robert S. Burch
Route 1, Box 204A
Sheridan, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
FEB 14 1963

FOR FILING

[illegible]

6116

9

February 13, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed September 25, 1962, on Contract 6116. The contract was with Robert S. Burch and was for rock production on the Hebo-Dolph-Neskowin Section of the Oregon Coast, Three Rivers, and Little Nestucca Highways in Tillamook County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 11, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 28, 1962

Section Hebo - Dolph - Neskowin

Kind of work Rock Production

Highway Oregon Coast County Tillamook

Section prefix 29-8309

Contractor Robert S. Burch

Contract number 6116

Date of contract June 4, 1962

Specified work days 60

Date work started August 3, 1962

Work days used 60

Project authorization . . . . . $ 46,558.13

Exclusive of engineering . . . . $ 43,247.33

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 43,247.33

Estimated per cent overrun or underrun . . . . -0- %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization . . . . $ 3,310.80

Engineering cost to date $ 2,980.00, 90 %

Date project was completed September 25, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

ANTICIPATED COMPLETION DATE - September 25, 1962
Workday Count Began - June 19, 1962

Contractor completed crushing and stockpiling September 25, 1962.

NOTED
R.L PORTER

Signed Don M. Harms

Address Box 411, McMinnville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	Crushing and stockpiling				
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			14,500		
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8		

Men 7

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 2

Men and tractors

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Clear		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Rain		
Saturday			

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MAY 28 1962
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[illegible]
[illegible]

May 25, 1962

Mr. R. S. Burch
Route 1, Box 204-A
Sheridan, Oregon

Dear Mr. Burch:

The State Highway Commission on May 25, 1962, accepted your bid in the amount of $39,385.00 for the Hebo-Dolph-Neskowin Rock Production Project on the Oregon Coast, Three Rivers, and Little Nestucca Highways in Tillamook County, which was the low bid received for that job on May 23, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

319-1705 Lakeview (3rd St. S.) Sec. of 1962
City St. (Grad. & Pav.)
#6117

Sp. Ll. Dav Fleet Fund 15

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
March 11, 1963	06 800		31[illegible]-170[illegible]-2[illegible]5

NOTED
R. H. [illegible]

INVOICE NUMBER 78251

City of Lakeview
City Hall
Lakeview, Oregon
Attn.: [illegible], City Recorder

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Special City Allotment project [illegible] Street [illegible], Contract #6117 covered by agreement dated [illegible].			
Advance Deposit			3[illegible],[illegible].00
As per attached statement			
Final Cost .... [illegible]			
Agreed State Share .... [illegible]			
Agreed City Share			[illegible]
To be refunded			6,300.00

NOTED

RECEIVED
MAR 12 1963
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request $

By

A 150 (REVISED 7-60)

OREGON STATE HIGHWAY DEPARTMENT STATEMENT OF FINAL COSTS

CITY OF LAKEVIEW
Contract #6117
Third St. S. - Special City Allotment Project

PAYMENTS TO CONTRACTOR

ITEM	QUANTITY		@		TOTAL
Removal of curbs	106.20	lin ft	$ 1.00		$ 106.20
Removal of inlets	2	only	65.00		130.00
Drainage excavation	513.25	cu yds	3.50		1796.38
General excavation	2366.30	cu yds	1.40		3312.82
8" corrugated metal pipe	122	lin ft	2.50		305.00
18" " " "	10	lin ft	5.00		50.00
25" arch-type corr. metal pipe	332	lin ft	8.00		2656.00
Salvage and reinstall culvert pipe	932	lin ft	3.00		2796.00
Salvage and stockpile culvert pipe	266	lin ft	2.00		532.00
Concrete manholes	3	each	300.00		900.00
Concrete inlets type "G"	5	each	110.00		550.00
Concrete inlets type "G-2"	1	each	120.00		120.00
Adjustment of manholes	3	each	50.00		150.00
Concrete curbs	66.86	cu yds	57.50		3844.45
Coarse crushed material	2573	cu yds	4.50		11,578.50
3/4"-0 in base	648.9	cu yds	4.50		2920.05
Sprinkling	151	M/gal	4.00		604.00
Preparation of base	0.32	mile	1000.00		320.00
Class "B" asphaltic concrete	1118.45	tons	11.75		13,141.79
Extra for paving approaches	18	each	25.00		450.00
Liquidated damages	5	days	60.00	(Credit)	300.00

Subtotal contract items	$45,963.19
Engineering & Contingencies	4,926.47
Survey	1,719.74
TOTAL COST	$52,609.40
Agreed State Share	$20,000.00
Agreed City Share	$32,609.40
City Advance Deposit	$39,000.00
DUE CITY	$ 6,390.60

RECEIVED
JAN 21 1963
FOR FILING

219-1763

6117

January 21, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment in the amount of $120.00 will be made to Hughes & Dodd Co., on contract #6117 for grading-paving 3rd Street South in Lakeview, Lake County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $45,963.19, including the post-final payment. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hughes & Dodd Co.,
P. O. Box 246
Medford
Oregon

cc: C. H. Maison

RECEIVED
JAN 2 1963

FOR FILING

agenda
3-g
12-20-62

December 21, 1962

Hughes & Dodd Company
P. O. Box 246
Medford, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 20, 1962, discussed with the Engineer your request for an extension of time on Contract No. 6217. You requested 8 additional workdays within which to complete the grading and paving on the Lakeview (3rd St. South) of the city street in Lake County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted you 2 additional workdays, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc: Dean Swift
L. V. Blickenstaff
F. D. Morgan
L. H. Young
C. H. Maison

RECEIVED
NOV 21 1962
FOR FILING

November 21, 1962

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 1
December 20, 1962 Meeting

We have received a request from Hughes & Dodd, contractor on the Third Street South city street grading and paving project in Lakeview, Contract No. 6117, for an extension of time because of delays incurred on the project. The contractor requests a total of eight days due to a grade change and delay in providing a design mix for the concrete curbs.

Our records show that there was a delay of two days while the restaking was done to provide adequate cover over the water lines. The design mix was delivered to the contractor two weeks before he started pouring concrete, so no delay was incurred for this reason.

We recommend an extension of two days for delays caused by the grade change.

This matter will be on the agenda for your consideration for the December 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjh bbc

E-320 (Rev.)—5M-5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#1

Oregon State Highway Commission
Salem, Oregon

Date October 15, 19 62

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 40 days to 48 days, within which to complete our Contract No. 4117, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Change of grade to miss water lines caused considerable delay, also we were delayed wating for materials report and concrete formula before we could pour.

Respectfully submitted,

APPROVED BY HIGHWAY ENGINEER
Date Dec. 20, 1962 for 2 workdays
Floyd Query

HUGHES & DODD CO.
Contractor
By

CONSENT OF SURETY

Date October 24, 19 62

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

BY: Victor S Risley
Attorney-in-fact
Victor S. Risley (SEAL)

Countersigned: VICTOR S. RISLEY CO.
BY: Victor S Risley
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6117 Contractor Hughes & Dodd

Highway Lakeview City Street

Section Third Street South

Kind of Work Grade and Pave

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows:

A slight grade change was made to provide more cushion over water pipes, Station 8+00 to 17+00, for this I recommend two extra days.

Formula for the concrete mix was received on the job July 6th and pouring of concrete started July 20th. I recommend no extra days for this.

Recommended for Approval:

Dean Swift
Division Engineer

FIELD Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No. 6117
Project designation City
State-Federal
Date awarded 6-7-1962
Work started 6-20-1962
Per cent completed 100
Date
No. of Workdays Allowed 40
No. of Workdays Used 47
No. of Added Workdays Requested 8 - 2 allowed

State Printing 27929

FORM E-20 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1962

SUBJECT: Extension of Time
3rd St.-South (Lakeview)
City Street
Contract No. 6117

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Attached is a request for additional time submitted by Hughes & Dodd, contractor on this project. The contractor requests 8 additional workdays due to delays caused by a grade change and having to wait for a design mix for the PCC curbs.

Due to the lack of cover over the city water lines, a grade change was made after the job started. The required restaking delayed the contractor two days. The design mix for the concrete was received two weeks before the contractor started pouring concrete, so this did not delay the prosecution of the work.

We, therefore, recommend that the contractor be granted 2 additional workdays. The project was completed on August 24 with an overrun of 7 workdays.

This is a City project, and prior approval by the Bureau of Public Roads is not required. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

CHB:bjh
Attachments

cc: L. H. Young

RECEIVED
NOV 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 31 1962
FOR FILING

[illegible]

6117

October 31, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On October 5, 1962, you were notified of the release of final payment on Contract No. 6117, awarded to Hughes & Dodd Company, for grading and paving on the Lakeview (3rd Street South) Section of the city street in Lake County.

Final payment on this contract is $1,290.15 and the total contract amount is $45,843.19 and no work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Hughes & Dodd Company
P. O. Box 246
Medford, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 12, 19 62

Section Lakeview (Third Street South)

Kind of work Grading and Paving

Highway City Street County Lake

Section prefix 319-1705

Contractor Hughes and Dodd Company

Contract number 6117

Date of contract June 7, 1962

Specified work days 40

Date work started June 11, 19 62

Work days used 47

Project authorization $ 57,367.69

Exclusive of engineering $ 53,288.21

Per cent of time elapsed 117 %

Estimated cost of completed project, exclusive of engineering $ 46,263.19

Estimated per cent overrun or underrun 13.2 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 4,079.48

Engineering cost to date $ 4,679.28, 114.7 %

Date project was completed August 24, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This project has been completed.

The semi-final estimate was submitted to the Division office by common carrier Wednesday.

G. S. PAXSON

OCT 15 1962

R. L. FORKER

Signed

Address P. O. Box 948, Lakeview, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.32	0.32			0.32
Miles partially completed	0.32	0.32			0.32
Miles completed	0.32	0.32			0.32
Total estimated quantities (contract)	2,840 CY	3,440 CY			1,170 T
Total quantities corrected to date	2,366.3 CY	3,221.9 CY			1,118.45 T
Estimated quantities moved or placed to date	2,366.3 CY	3,221.9 CY			1,118.45 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy, cool		
Tuesday	Rain		
Wednesday	Rain & Snow		
Thursday	Rain, Wind		
Friday	Showers, Strong Wind		
Saturday			

RECEIVED
OCT 8 1962
FOR FILING

E 17-1705

6117

October 3, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 24 on Contract 6117. The contract was with Hughes & Dodd Company and was for grading and paving on the Lakeview (Third Street South) Section, City Street, in Lake County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective October 2, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
V. D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw:er

Surety letter sent
10-5-62

NOTED
Harold C. Ayers

NOTED
H. S. COX

June 11, 1962

NOTED
DON HARWELL

Mr. J. E. Calderwood
City Recorder
City Hall
Lakeview, Oregon

NOTED
V. R. JONES

Dear Mr. Calderwood:

We acknowledge receipt of Lakeview's check in the amount of $39,000 covering the City's advance deposit on the Special City Allotment project on Third Street S.

On June 7, the State Highway Commission awarded contract #6117 to Hughes and Dodd Company. Enclosed is a copy of the contract and plans for the City's information and records.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

Harold C. Ayers
Field Engineer

HCA:eb

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Avers

NOTED
H. S. COX

NOTED
DON HARWELL

May 25, 1962

Mr. J. E. Calderwood
City Recorder
City Hall
Lakeview, Oregon

NOTED
[illegible]

NOTED
R. H. PRANGE

Dear Mr. Calderwood:

On May 23, the Highway Commission opened bids on the Special City Allotment project on Third Street. The low bid was submitted by the Hughes and Dodd Company and the anticipated cost of the project based on this bid is as follows:

Contract Items	$50,743.50
Flagging	250.00
Eng'ring & Contingencies, 12-1/2%	6,374.14
Survey	1,710.87
Total Anticipated Cost...........	$59,078.51

As per the agreement between City and State, City is to advance all costs in excess of $20,000. The excess cost is $39,078.51. As the contract cannot be awarded until the City's advance deposit is in our hands, will you please forward to this office a check in the amount of $39,000 made payable to the Oregon State Highway Commission. Your early attention to this matter would be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

Check received
6/7/62
by Query

HCA:mm

RECEIVED
MAY 28 1962
FOR FILING
319.175
-114

May 25, 1962

Hughes & Dodd Company
P. O. Box 246
Medford, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, accepted your bid in the amount of $50,743.50 for grading and paving on Lakeview (3rd Street South) Section in Lake County, which was the low bid received for that job on May 23, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

CC: Mr. Frank Morgan
Mr. L. N. Young
Mr. R. G. Savage (SIAC)

RECEIVED
APR 4 1962

FOR FILING

216-17
11

#15

Salem, Oregon
April 2, 1962

$250,000 Fund Agreement
City of Lakeview

Mr. H. S. Cox
Engineer City & County Relations Dept.
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Lakeview covering the Special City Allotment project on Third Street in Lakeview.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Lakeview.

Secretary

rn
Attach: 1

ESTIMATE

3rd ST. SOUTH LAKEVIEW
CITY OF LAKEVIEW

LAKE COUNTY

GRADING & PAVING
FEBRUARY, 1962

	Items	Quantity		Unit Price	Amount
1.	Removal of Concrete Curbs	60	lin.ft.	0.30	18.00
2.	Removal of Inlets	2	each	20.00	40.00
3.	Drainage Excavation Unclassified	740	cu.yds.	2.50	1,850.00
4.	General Excavation Unclassified	2,830	cu.yds.	1.00	2,830.00
5.	8" inch Corr. Metal Pipe Coated	130	lin.ft.	3.00	390.00
6.	18" Corr. Metal Pipe Coated	30	lin.ft.	5.00	150.00
7.	16 x 25 in. Arch Type C.M.P. Coated	360	lin.ft.	6.00	2,160.00
8.	Salvage 15" inch C.M.P.	1,200	lin.ft.	3.50	4,200.00
9.	Adjustment of Manholes	3	each	50.00	150.00
10.	Concrete Manholes Type B	4	each	300.00	1,200.00
11.	Concrete Inlets Type G	5	each	85.00	425.00
12.	Concrete Curbs	80	cu.yds.	60.00	4,800.00
13.	Coarse Crushed Material in Base	2,650	cu.yds.	3.00	7,950.00
14.	3/4-0 Material in Base & Shoulders	620	cu.yds.	3.50	2,170.00
15.	Sprinkling	90	M.Gal.	3.00	270.00
16.	Preparation of Base	0.38	Miles	300.00	114.00
17.	3/4-0 Material in Binder Course	70	cu.yds.	4.00	280.00
18.	RC-800 Asphalt	10	Tons	60.00	600.00
19.	Class "B" Asphalt	1,200	Tons	9.00	10,800.00
					40,397.00
		Flagging (State Share)			200.00
		Engineering & Contingencies 20%			8,079.00
				TOTAL	48,676.00

NOTED
[illegible]

NOTED
H. S. COX

NOTED
DON HARWELL

LOCATION PROSPECTUS
THIRD STREET SOUTH SECTION
CITY OF LAKEVIEW
LAKE COUNTY

12-21-61

The following prospectus is submitted concerning the above-mentioned street in the city of Lakeview. The project will be Third Street South from "I" Street to the west city limits of Lakeview. The overall length is 0.32 mile.

This will be a location survey to prepare plans, specifications and estimates for grading and surfacing on existing alignment. This is an approved project to be constructed with 1962 special city allotment funds. The City requests this work be done as rapidly as possible because there is a long detour needed and the water supply to this street cannot be shut off too long.

The typical section will be variable. From the beginning the typical section will be a 36-foot city street section with curbs for 0.24 mile. The remainder of the project will have two 12-foot travel lanes with 4-foot shoulders. The tentative base design for construction is:

Paving	3"	AC
Top Course Base	2"	Level
Bottom Course Base	10"	Coarse Crushed
Total Depth	15"	

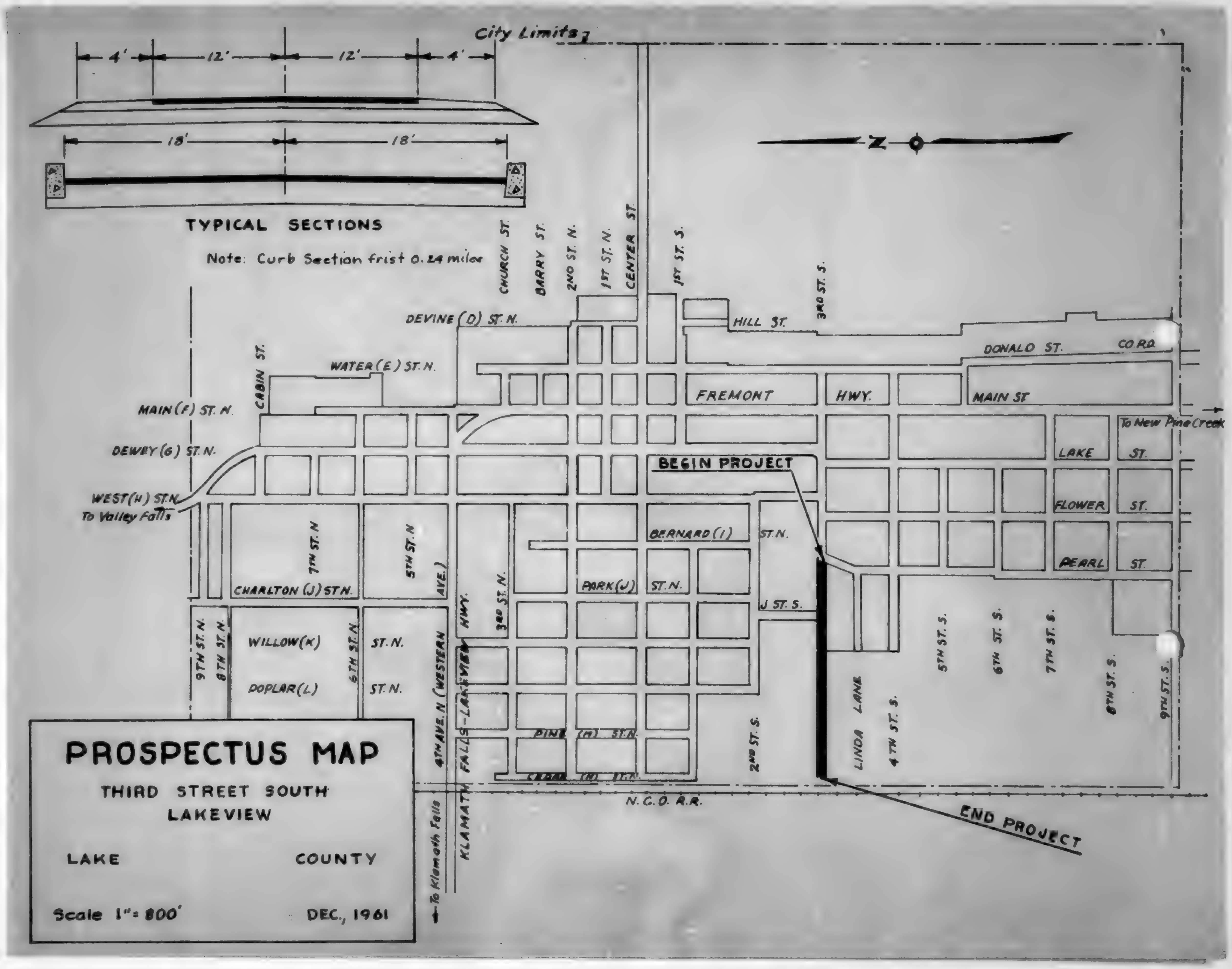
Final agreements with the City of Lakeview will be necessary.

NOTED
JOHN D. GRAHAM

December 21, 1961

Attachment

cc:
- Forrest Cooper
- G. S. Paxson (2)
- R. L. Porter
- Victor D. Wolfe
- Tom Edwards
- Dean Swift (3)
- Mark Astrup
- G. K. Attig
- R. C. Blensly
- H. S. Cox ✓
- F. B. Crandall
- F. D. Morgan
- Clarence Gregg (2)
- I. A. DeFrance
- R. C. Edgerton
- Frank Hall (2)
- Val P. Johnson
- Ivan Merchant (3)
- J. W. Nash
- C. G. Polk
- Fred Sugnet
- W. T. Wright (3)
- L. H. Young



TYPICAL SECTIONS

Note: Curb Section frist 0.24 miles

PROSPECTUS MAP

THIRD STREET SOUTH
LAKEVIEW

LAKE COUNTY

Scale 1" = 800'

DEC., 1961

Division No. IV

City: Lakeview
County: Lake
Population: 1950 2,831
1960 3,260

Proposed Project - 1962: Third Street S. from "I" Street to west city limits, a distance of approximately 0.32 mile. Grade; place concrete curbs, 10" base course, 2" leveling course, and 3" asphaltic concrete pavement 36' wide for 0.24 mile. Construct 24' wide road section with 4' shoulders on balance of project.

	State	City	Total
Estimated Cost:	$ 20,000	$ 25,000	$ 45,000

Remarks: This street leads to sawmills, stock yards, and new housing area and is in poor condition.

Recommendation: Approval recommended.

TOWN OF LAKEVIEW
City Hall - Lakeview, Oregon

NOTED
H. S. COX

RECEIVED
SEP 28 1961
ENGINEER
COUNTY & CITY RELATIONS

September 27, 1961

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Mr. W. C. Ayers
County & City Relations Field Engineer
State Highway Department
Salem, Oregon

Dear Mr. Ayers:

On September 26, 1961 the Common Council of the Town of Lakeview, Oregon were called for a special meeting and your proposal for the construction work on South Third Street was read to them. By vote of the Council they approved your proposal and authorized me to write you accepting your offer and assuring the State Highway Commission that the Town of Lakeview is willing and able to assume all cost above the $20,000.00 for the construction work on this street.

We are very appreciative of your work in getting this project ready to submit to the Highway Commission, and are very hopeful of its approval by them.

Very truly yours

J. E. Calderwood

J. E. Calderwood
Recorder

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

Don H.

September 21, 1961

Mr. J. E. Calderwood
City Recorder
City Hall
Lakeview, Oregon

NOTED
V. R. JONES

Dear Mr. Calderwood:

We are planning on submitting the City's request for a project on Third Street South, to be partially financed by the Special City Allotment fund, to the State Highway Commission for their consideration.

As discussed with Mr. Walter Dykeman, the project is to consist of a 36' street section for 0.24 mile and a 24' road section for the balance of the project, with the City to pay all costs in excess of $20,000. We have made a preliminary estimate, a copy of which is attached, and request that the City write us a letter stating that the City is willing and able to pay all costs in excess of $20,000. Bear in mind that this is only a preliminary estimate and the bids could be more or less. We would not require any advance deposit until after bids have been received.

It would be appreciated if you will give this matter your immediate attention as we plan to submit the entire 1962 program to the Commission at an early date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. C. Ayers
County & City Relations Field Engineer

HCA:mm
Att.

NOTED
JOHN D. GRAHAM

LAKEVIEW
$250,000 Fund Project (1962)

PRELIMINARY ESTIMATE

Third Street South from "I" Street to west city limits (at railroad right-of-way), a distance of approximately 0.32 mile.

Grade; place 18" concrete curbs, 10" base course, 2" leveling course, and 3" asphaltic concrete pavement 36' wide for 0.24 mile; 24' section with 4' shoulders on balance of project.

Item	Qty.	@	Total
General excavation	2,000 c.y.	$ 1.25	$ 2,500.00
Drainage correction	All		5,000.00
Concrete curbs	90 c.y.	60.00	5,400.00
Coarse crushed material in base	2,750 c.y.	3.25	8,937.50
3/4"-0" crushed material in base	660 c.y.	3.25	2,145.00
Sprinkling	85 M/gal.	4.00	340.00
Class "B" asphaltic concrete	1,200 tons	12.00	14,400.00

Construction Items	$38,722.50
12-1/2% Engineering & Contingencies	4,840.31
Survey	1,000.00

TOTAL ESTIMATE - - - - - - - - - - - $44,562.81

HCA:mm
9/21/61

MEMO TO FILES
9/21/61

LAKEVIEW: $250,000 Fund (1962) Project

NOTED
V. R JONES

Don H.

On September 18 & 19, 1961, I met with Mr. Walter Dykeman, Lakeview City Superintendent, re project on Third Street South.

Mr. Dykeman said City definitely wanted to have street paved with asphaltic concrete and wishes the State to contract all of the project with City to pay all costs in excess of $20,000.

The project is to consist of the construction of a street section for 0.24 mile and a 24' road section on the balance. Mr. Roy Norquist has contracted with the City for construction of several city streets using asphaltic concrete, these to be constructed in 1962, so fairly good prices are expected. Mr. Dykeman will try and get a definite idea from Roy Norquist as to expected prices and will advise us of his findings.

H. C. Ayers
H. C. Ayers
County & City Relations Field Engineer

HCA:mm

NOTED
JOHN D. GRAHAM

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1961

SUBJECT:

To: Mr. H. S. Cox

With reference to the attached copy of a letter concerning the project in Lakeview, please have an estimate made up on the basis of bituminous macadam and discuss the matter with the City.

If they have $18,000 to put into the project, I suggest we go along with them, but I believe it would be much better to use the bituminous macadam, with the thought that at some time in the future 1½ inches of asphaltic concrete could be placed.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

RECEIVED
SEP 8 1961
ENGINEER
COUNTY & CITY RELATIONS

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 7, 1961

Hon. Robert F. Smith
State Representative
Post Office Box 429
Burns, Oregon

Dear Mr. Smith:

Under date of August 29, you wrote me concerning a project for the City of Lakeview under the $250,000 fund set up for assistance to small cities. The City of Lakeview has made application for a project on Third Street. The project was for resurfacing of an existing oiled city street which is carrying heavy traffic to sawmills. The City had specifically asked that asphaltic concrete pavement be used.

The number of projects which can be put on under this $250,000 fund is, of course, quite limited. Since the program was started, we have limited the State's contribution to any project to $20,000. If a project requested by a city exceeds this sum, the city has been called upon to make up the difference between the cost and the $20,000 State limit. We also had so many projects that we have had to defer many eligible projects in cities which had already participated within the last few years in the program. Lakeview has had three projects in the past, all of them rather small, and its project would rate quite high in the list for consideration for the next construction year. However, asphaltic concrete pavement in Lakeview is very expensive unless some other large job using this material is underway in the immediate vicinity. We estimate that, to do the job it has requested with asphaltic concrete pavement, it would cost approximately $38,000. Our County and City Division will contact Lakeview officials and see whether the City has $18,000 which could be used in the project. We will also discuss with the City the substitution of bituminous macadam for the asphaltic concrete, which would decrease the project cost by at least $8,000.

In making up a program for this fund, we send out letters to all cities under 5,000 population asking if they have projects which they would propose for consideration. Our men visit the city which has asked for consideration, go over the project with the city, and make a preliminary estimate of cost. They also investigate the need for the proposed project. When all these are in, very careful consideration is given to the project in comparison with the long list of projects submitted. We average some 60 applications per year, and the fund cannot accommodate more than 15 to 20 projects.

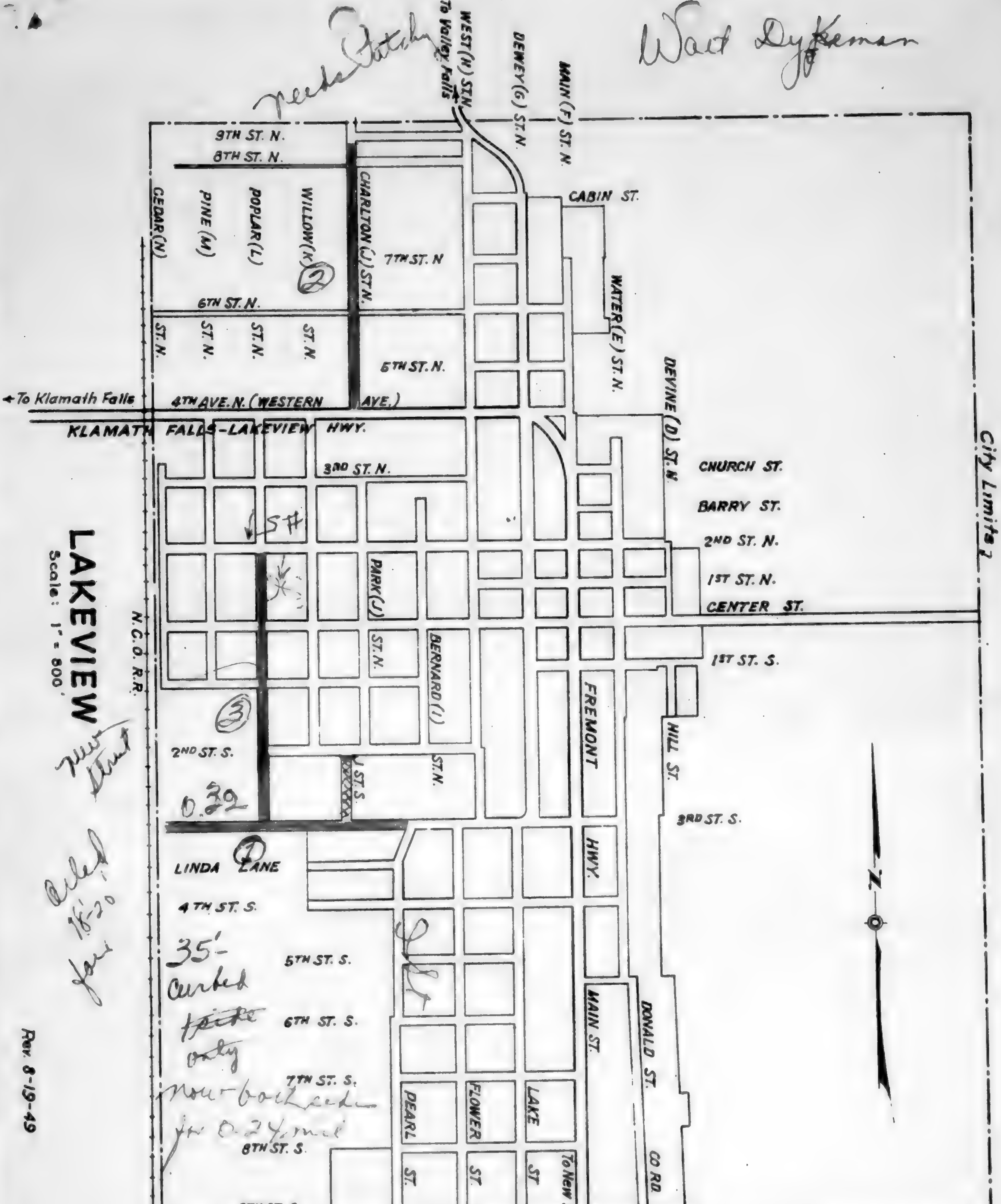
Very truly yours,

ORIGINAL SIGNED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer

cc Forrest Cooper
G. S. Paxson
H. S. Cox

Walt Dykeman



LAKEVIEW

Scale: 1" = 800'

Rev. 8-19-49

needs patching

5th

②

③

①

new street

0.32

Oiled 18'-20' lane

35'-
Curbed
~~[illegible]~~
only

now back side
for 0.24 mile

6-6-61

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Lakeview is an incorporated city of the State of Oregon and has a population of 3260 as given by the latest official census; and

WHEREAS, the following streets of said city, Third street south from J street to the Railroad, and J street north from north 4th street to north 9th street have received such heavy traffic that they are badley broken up and in need of new surfacing and other major improvements. **Also as a third alternate L street between south 3rd street and north 2nd street. This is a new street over which most of the lumber and cattle trucks will be routed when the new school addition is completed. J street between south 2nd and south third had to be closed for the school addition.** are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

cc-50 (1959 Rev.)

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Lakeview does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate W. E. Dykeman as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6th day of June, 1961.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------- -

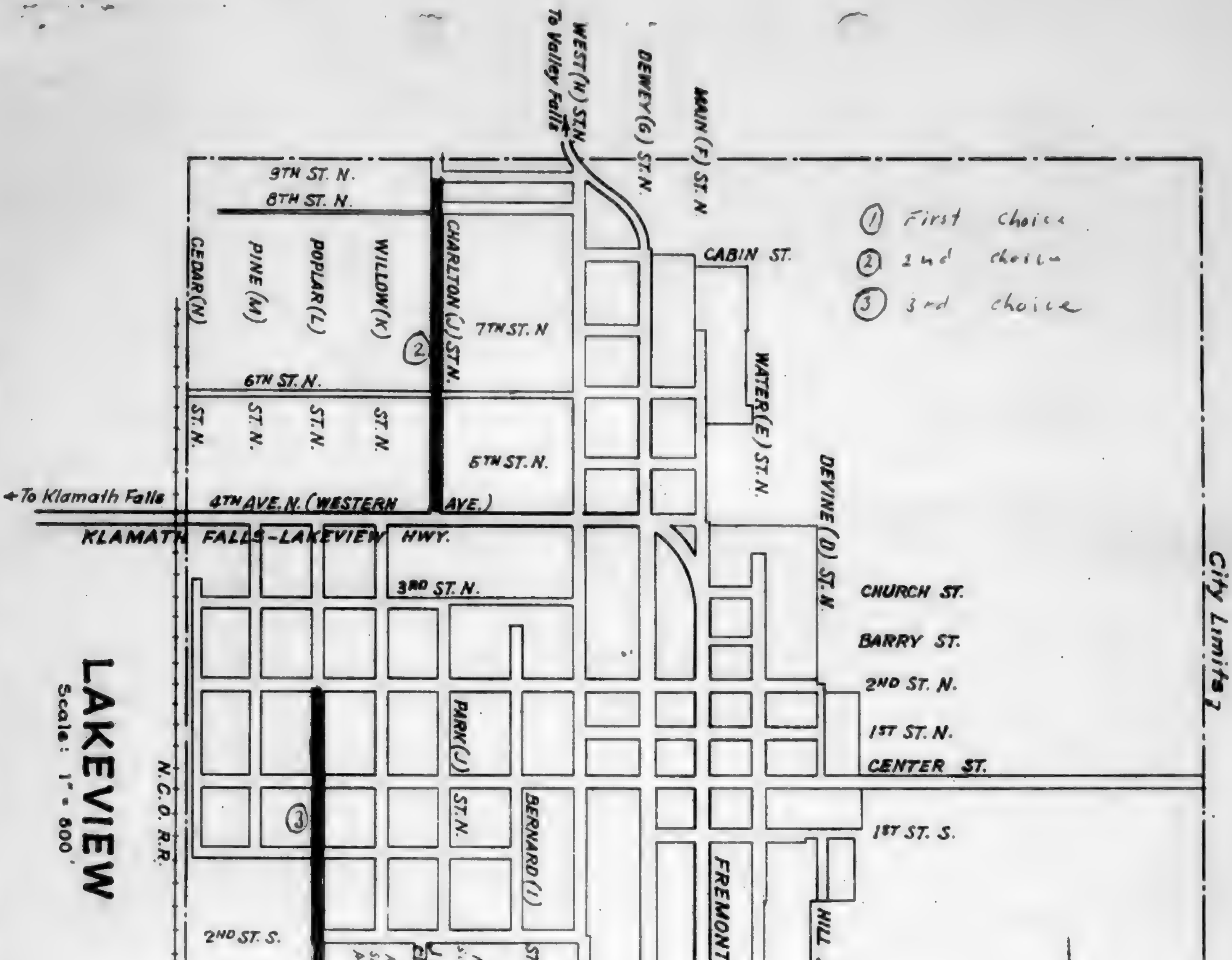
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Lakeview at a regular ~~or~~ ~~special~~ meeting of said Council, held on the 6th day of June, 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 9th day of June, 1961.

J. E. Calderwood
J. E. Calderwood
City Recorder

LAKEVIEW

Scale: 1" = 800'



Rev. 8-19-49

332-1709 Wallowa (Storie St.) Sec. 1962
of City St.
#6118

[illegible] Street Fund 142

SCA

OREGON STATE HIGHWAY DEPARTMENT Date October, 1965

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6118 Prefix 332-1709 Survey Prefix 332-1458

Street Storie Street

City Wallowa

Payments to Contractor	$21,191.70
Engineering and Contingencies	1,874.94
Survey	668.72
TOTAL	$23,735.36
Agreed State Share	20,000.00
Agreed City Share	$ 3,735.36
City Advance Deposit	$ 6,000.00
REFUND DUE CITY	$ 2,264.64

Reference: Outside Billing cc 850

RU:mm

1962 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-[illegible]-64	[illegible]		33[illegible]-1709-[illegible]5

NOTED
R. M. ALLISON

RECEIVED
MAR 24 1964
ENGINEER
COUNTY & CITY DIVISION

INVOICE NUMBER
P. B. [illegible] 81219

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

NOTED
DON [illegible]

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

City of Wallowa
City Hall
Wallowa, Oregon

Att: [illegible], City Recorder

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Special City Allotment project, Storie Street. Contract [illegible]. Covered by Agreement dated Nov. 1, 1961.			
Advance Deposit			[illegible].00
As per attached statement:			
Final Cost		[illegible],725.36	
Agreed State Share		[illegible].00	
Agreed City Share			3,725.36
To be refunded			2,2[illegible].64

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received on Request $ ______
By ______

A 150 (REVISED 7-60)

File

NOTED
H. S. C

NOTED
DON HA

NOTED
R. M. ALLISON

F. E.

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Contract # 6118

Street Storie Street

City WALLOWA

NOTED
R. H. PRANGE

Payments to contractor (See attached voucher for breakdown)		$21,191.70
Engineering and contingencies		1,874.94
Survey		668.72
	TOTAL	$23,735.36
	Agreed State Share	20,000.00
	Agreed City Share	$ 3,735.36
	City Deposit	6,000.00
	REFUND DUE CITY	$ 2,264.64

Reference: Outside Billing cc-850

RMA:mm
3/20/64

OREGON STATE HIGHWAY DEPARTMENT

CONTRACT PAYMENT VOUCHER

A 20 (REVISED 1-60)

COUNTY Wallowa	PREFIX NO. 332-1709-204(41) 1,674.60 Dr.	
HIGHWAY City Street		
SECTION Wallowa (Storie St.)	CONTRACT NO. 6118	ESTIMATE NO. 5 Final

NO.	ITEMS		UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
001	DRAINAGE EXCAVATION	UNCLASSIFIED	CU YDS	40000	13700	5480	5480	
002	GENERAL EXCAVATION	UNCLASSIFIED	CU YDS	15000	3498300	524745	524745	
003	12-INCH CONCRETE PIPE		LIN FT	25000	99000	24750	24750	
004	CONCRETE INLETS TYPE GB-1		ONLY	1000000	4000	40000	40000	
005	GRID-ROLLED BASE MATERIAL		CU YDS	15000	3293500	494025	494025	
006	3/4 IN-0 MATERIAL IN BASE		CU YDS	40000	990300	396120	396120	
007	SPRINKLING		M-GALS	40000	48000	19200	19200	
008	PREPARATION OF BASE		MILE	20000000	260	52000	52000	
009	3/4 IN-0 MATERIAL IN	BINDER COURSE	CU YDS	60000	62500	37500	37500	
010	RNISHING AND PLACING	AGGREGATES	CU YDS	100000	293400	293400	293400	
011	MC-250 ASPHALT		TONS	800000	11460	91680	91680	
012	120-150 ASPHALT		TONS	600000	21690	130140	130140	
013	RS-1 ASPHALT		TONS	800000	6330	50640	50640	
014	EXTRA FOR OILING	APPROACHES	ONLY	500000	9000	45000	45000	
601	LIQUIDATED DAMAGES		DAY	300000CR	29000CR	87000 CR	87000 CR	
801	STATE SHARE OF FLAGGING					1490	1490	

DATE 08/29/63	CONTRACT NO. 6118	TOTAL CONTRACT ITEMS	2117680	2117680	
PREVIOUS VOUCHER NO. 5761		0 % RETAINED ON CONTRACT ITEMS		1,674.60	1,674.60
CHECKED BY AW cp hc		FORCE ACCOUNT	1490	1490	
ENGINEER OR AUDITOR L. V. Blickenstaff		TOTAL PAYMENTS	21,191.70	19,517.10	1,674.60

FORM E-123X 50M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 9, 1963

[illegible] Wallowa

Mrs. Jennie Conklin
City Recorder
City Hall
Wallowa, Oregon

NOTED
[illegible]

NOTED
R. M. ALLISON

Dear Mrs. Conklin:

Upon receipt of your November 14 letter, our La Grande Division office has [illegible] your complaint concerning the [illegible] the truck bypass of your City, which was [illegible].

Our Division Engineer, [illegible] reports that he contacted [illegible] Mr. [illegible] particular type of [illegible] not quite as [illegible] as more asphaltic [illegible] have been.

In planning [illegible] of work, every effort is made to accomplish [illegible] with the funds available [illegible] other words, but the most work for the [illegible]. The size and location of the work and the [illegible] of needed equipment and material are all part of the considerations.

We appreciate your interest in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
LLOYD P. SHAW

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
~~H.~~ S. Cox
A. F. Parson

RECEIVED
DEC 10 1963
ENGINEER
COUNTY & CITY DIVISION

FORM E-20X 20M 3-62 40608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1963

SUBJECT: City of Wallowa Complaint

NOTED
DON HARWELL

To: Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

Attached is a copy of A. F. Parson's report on the City of Wallowa's complaint (letter of November 14) concerning the condition of recently completed work in that area. We can only hope this personal effort by Mr. Parson to explain engineering features of this type surfacing to the Mayor of Wallowa will quiet their misgivings.

It is evident here the opinion of the non-engineer user is based primarily on appearance, in which case the 0-11 compares unfavorably with an AC surface. Mr. Pason's recommendation to consider asphaltic concrete on city jobs may have merit. City-County is advised by copy of this letter.

A rough draft of suggested reply to the City is attached.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
Enc.
cc H. S. Cox
A. F. Parson

RECEIVED
DEC 6 1963
ENGINEER
COUNTY & CITY DIVISION

NOTED
V. R. JONES

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 27, 1963

SUBJECT: City of Wallowa Complaint

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Attention: Mr. Decker

Concerning your telephone call to Mr. Coulter regarding complaint by Mrs. Conklin, Recorder for the City of Wallowa, Mr. Coulter and myself this date went over the county roads in Wallowa County and Storie Street in Wallowa and found no occasion for complaint.

We stopped and talked to Mr. Verne Russell, Wallowa County engineer, who advised that he was very happy with the job and considered it one of the better O-11 jobs in Wallowa County. We discussed the complaint with Mr. Vern Mason, Mayor of Wallowa. We advised him that this was an O-11 job and consequently was not as smooth riding as an AC job would have been. On right angle turns traffic has been cutting the corner and I advised the mayor that we would put some premix in the holes that are developing.

Structurally, there is nothing wrong with the job, but it is my recommendation that we do no more O-11 jobs within any city limits. The City of Lostine has complained to us concerning the O-11 job we did within that city. I think our City and County Relations people should be made aware of the continuing complaints about O-11 jobs and recommend that, hereafter, all city jobs be AC.

A. F. Parson
Division Engineer

AFP:if

CONSTRUCTION DIVISION
NOV 29 1963

RECEIVED
DEC 6 1963
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
SEP 4 1963

FOR FILING

[illegible]

[illegible]

September 3, 1963

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On August 16, 1963, we wrote to you concerning release of final payment on Contract No. 6118, awarded to Don Greene Construction, Inc., for grading and oiling the Wallowa (Storie Street) Section of city street in Wallowa County.

Final payment on this contract is $1,674.60 and the total contract amount is $21,191.70, including $14.90 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn

cc Bourland Insurance Agency
1980 Fairgrounds Road, N. E.
Salem, Oregon

Don Greene Construction, Inc.
805 North Liberty
Salem, Oregon

C. H. Maison
Attn.: John Herr

NOTED ON CARD
fkn

RECEIVED
AUG 15 1963
FOR FILING

[illegible]

6118

August 14, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed July 17 on Contract No. 6118. The contract was with Don Greene Construction Company and was for grading and oiling on the Wallowa (Storie Street) City Street Section in Wallowa County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 14, 1963, and that you concur in this procedure at the Commission meeting on August 29.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

FORM E-1 (REV. 9-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: August 10, 1963

SECTION: Wallowa (Storie Street)

SECTION PREFIX: 332-1709

HIGHWAY: City Street

COUNTY: Wallowa

NAME OF JOB: Wallowa (Storie Street)

KIND OF WORK: Grading & Oiling

CONTRACTOR: Don Greene Construction Inc

CONTRACT NUMBER: 6118

FEDERAL AID PROJECT NUMBER:

DATE OF CONTRACT: June 11, 1962

DATE WORK STARTED: July 24, 1962

ESTIMATED COMPLETION DATE: July 17, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 50

WORK DAYS USED: 79

PERCENT OF TIME ELAPSED: 158

PROJECT AUTHORIZATION: $ 25,344.00

ENGINEERING AUTHORIZATION: $ 1,802.24

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

EXCLUSIVE OF ENGINEERING: $ 23,541.76

ENGINEERING COST TO DATE: $ 1,780.98

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 21,191.72

PERCENT OF AUTHORIZATION: 98.8%

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . . 10 %

DATE PROJECT WAS COMPLETED: July 17, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE	MAT'L. PROD.	
100	100	100		100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.26	0.26		0.26	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.26	0.26		0.26 Agg.	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,560	4,740		Asph.-30 300	
TOTAL QUANTITIES CORRECTED TO DATE	3498.3	4,283.8		39.5 355.9	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	3,498.3	4,283.8		39.5 355.9	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			NOTED
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

CONSTRUCTION DIVISION
RECEIVED
AUG 12 1963

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
H. S. COX

NO[illegible]
DON [illegible]WELL

NOTED
JOHN D. GRAHAM

June 13, 1962

Mrs. Jennie Conklin
City Recorder
Wallowa, Oregon

Dear Mrs. Conklin:

We acknowledge receipt of the City's check in the amount of $6,000 representing the City's deposit on the Special City Allotment project on Storie Street.

On June 11, 1962, the State Highway Commission awarded Contract No. 6118 to Don Greene Construction Company. Enclosed is a copy of the plans and contract for the City's records and information.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:mm
Encl.

RECEIVED
JUN 22 1962
FOR FILING

6118

June 11, 1962

Don Greene Construction, Inc.
65 Liberty Street N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 accepted your proposal, which was submitted on May 25, 1962, for grading and oiling Storie Street in Wallowa, Wallowa County, for the sum of $22,328 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied, and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 6118.

This letter confirms our telephone conversation with you today. Contract forms are now being prepared and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc
cc: Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

Frank Morgan
L. H. Young
R. C. Savage (SIAC)

NOTED
J. Mc C.

NOTED
DON HARWELL

May 25, 1962

Mrs. Jennie Conklin
City Recorder
City Hall
Wallowa, Oregon

Dear Mrs. Conklin:

On May 23, the Highway Commission opened bids on the Special City Allotment project on Storie Street. The only bid submitted was from Don Greene, and the anticipated cost for this project based on this bid is as follows:

Contractor's Bid	$22,328.00
Flagging	200.00
Engineering & Contingencies, 12-1/2%	2,816.00
Survey	659.85
Total Anticipated Cost........	$26,003.85

As per the agreement between City and State, City is to pay all costs in excess of $20,000 which amounts to $6,003.85. As the contract cannot be awarded until the City's advance deposit is in our hands, will you please, at your very earliest convenience, forward to this office a check in the amount of $6,000 made payable to the Oregon State Highway Commission.

Check received
6/11/62
H.C.G.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

E. S. Cox
County and City Relations Engineer

ECA:mm

RECEIVED
MAR 26 1962
FOR FILING

[illegible]

[illegible]

[illegible]

Salem, Oregon
March 23, 1962

$250,000 Fund Agreement
City of Wallowa

Mr. H. S. Cox
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Wallowa covering the Special City Allotment project on Storie Street in Wallowa.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Wallowa.

Secretary

rn
Attach: 1

NOTED
Harold C. Ayers

NOT
H. S. C

March 2, 1962

NOTED
V. R. JONES

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
JOHN D. GORHAM

Mrs. Jennie Conklin
City Recorder
City Hall
Wallowa, Oregon

Dear Mrs. Conklin:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment project on Storie Street. Enclosed are three copies of an agreement covering this project.

Will you please have the City Council pass a resolution, similar to the enclosed sample, authorizing the Mayor and yourself to sign the agreement. Please include three copies of this resolution with the signed copies of the agreement.

As the contract cannot be advertised until the signed agreement is in our hands, will you and the Mayor please sign the three copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return the three signed copies, along with three copies of the resolution of authorization to this office prior to April 12, 1962. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

agreement Received
3/12/62

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HSC:sb
Encl.

FORM E-20X—[illegible]—6-61—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1962

file

SUBJECT: $250,000 Fund Projects: Lostine & Wallowa
Wallowa County Projects: FAS 468 & 487

Division V

10=
$25,000

To: Mr. A. F. Parson, Division Engineer
State Highway Department
P. O. Box 908
La Grande, Oregon

Attention: Mr. C. D. Cannon, Resident Engineer

We have noted in a letter written by you that you intend to combine the county and city projects in Wallowa County in a single contract.

This we do not wish to do as the financing of these projects comes from different funds. In the past we have combined projects and have found that separating the costs fairly was impossible. The contractors often give a discount if awarded all jobs and the Bureau of Public Roads demands that any discount must accrue to the county projects, which causes the cities to object. Also, the cities must pay all costs of their projects in excess of $20,000 and to fairly allocate the costs has proved to be very difficult. Our purpose is to have the projects in different contracts but advertised and awarded at the same letting.

H. S. Cox
County and City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:mm

RECEIVED
[illegible] 1961
FOR FILING

336-1709

[illegible]

12-5-61

LOCATION PROSPECTUS
STORIE STREET SECTION
CITY OF WALLOWA
WALLOWA COUNTY

The following prospectus is submitted concerning the above-mentioned section of Storie Street (Old Highway Route) in the city of Wallowa. The overall length of the project is 0.25 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on existing alignment. The City of Wallowa will not contribute to the construction.

The typical section will consist of a variable width travel way. From First Street to Third Street the typical section will be 40 feet wide between existing curbs. From Third Street to Pine Street the typical section will be 24 feet wide with variable shoulders from 4 feet to 6 feet. The approved base design for construction is:

Surfacing	1¼" 0-11
Top Course, Base	2 " Level
Bottom Course, Base	14½" Crushed Base
Total Depth	17 3/4"

Final agreement with the City will be necessary.

December 5, 1961

Attach.

cc Forrest Cooper ✓
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
Walter T. Wright (3)
L. H. Young

RECEIVED
[illegible] 1961
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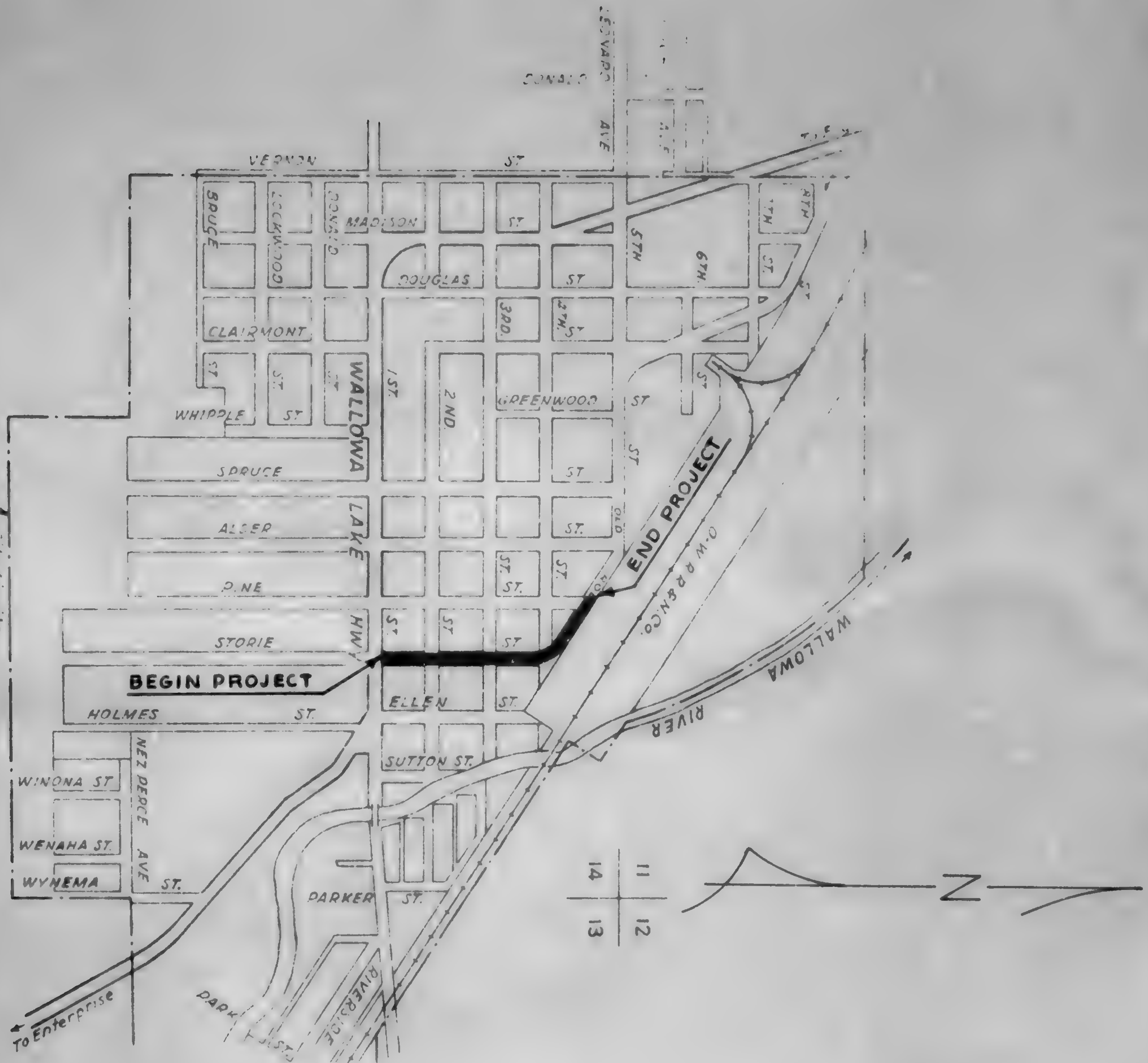
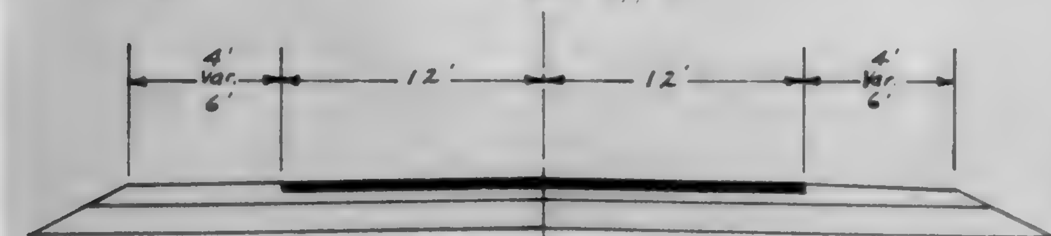
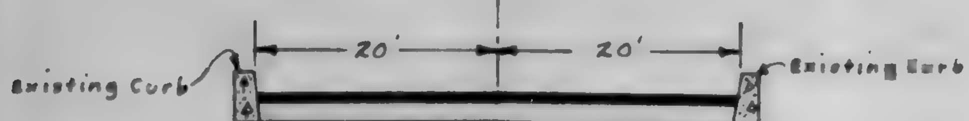




TYPICAL SECTION
3RD. TO PINE



TYPICAL SECTION
1ST. TO 3RD.

PROSPECTUS MAP
STORIE STREET
WALLOWA

WALLOWA COUNTY

Scale 1" = 800' DEC., 1961

Division No. V

City: Wallowa
County: Wallowa
Population: 1950 1,055
1960 989

Proposed Project - 1962: Storie Street (old highway route) from 1st Street north and west to Pine Street, a distance of approximately 0.25 mile. Grade; place 14" quarry-run base course, 2" leveling course, and 0-11 oil mat wearing surface 24' to 40' in width - i.e.: 40' wide from 1st Street to 3rd Street and 24' wide on balance with 4' to 6' shoulders.

	State	City	Total
Estimated Cost:	$ 20,000	$ 2,500	$ 22,500

Remarks: Street is in poor condition and is receiving excessive wear from log and lumber traffic.

Recommendation: Approval recommended.

PRELIMINARY ESTIMATE - 1962 $250,000 Fund Project

CITY OF WALLOWA

Storie Street from 1st Street north and west to Pine Street, a distance of approximately 0.25 mile.

Grade; place 14" quarry run base course, 2" leveling course, and 0-11 oil mat wearing surface 40' wide from 1st Street to 3rd Street and 24' wide on balance, with 4' shoulders on 24' section.

Item	Quantity		@	Total
Excavation, common	2200	c.y.	$ 1.25	$ 2,750.00
Excavation, drainage	60	c.y.	4.00	240.00
Preparation of base	0.25	mile	800.00	200.00
Quarry run in base	2500	c.y.	2.50	6,250.00
3/4"-0" in base	950	c.y.	4.00	3,800.00
Sprinkling	85	M/gal.	4.00	340.00
12" concrete pipe	140	l.f.	3.25	455.00
Concrete catchbasins	4	only	100.00	400.00
Furnish and place aggregate	350	c.y.	5.00	1,750.00
" " " asphalt	48	tons	65.00	3,120.00

	$19,305.00
12-1/2% engineering and contingencies	2,413.13
Survey	600.00
TOTAL ESTIMATE	$22,318.13

HCA:mm
11/17/61

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION

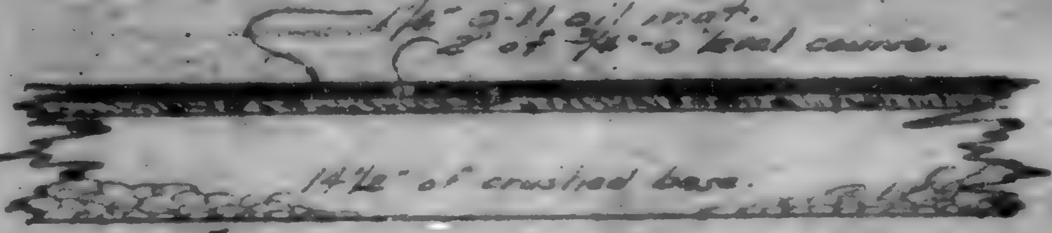
Proposed PROJECT BASE DESIGN *Proposed*

Section Stone Street [illegible] 5th – 1st St. Highway City of Wallowa County Wallowa Profile

Res. Engr. Length of Project Miles. Sta. to Sta. Date 8-15-61

*Frost Penetration – 30"-36" TYPICAL SECTIONS *Traffic Classif. – Medium Heavy (Logging Area)

Soil survey and recommended surfacing thickness completed at the request of H.C. Ayers, County-City.



Typical Soil – Clay Loam

35	LL
12	PI
78	% P200
4	% Gravel
18	% Sand
47	% Silt
31	% Clay
12	R Value

* Traffic classification obtained from H.C. Ayers.

8-15-61

Required Base & Surf.		Designed Base & Surf.		
Crushed	Non Crushed	Exist. Surf. Allow.	New Work	
			1¼	O-11
			2	Level
			14½	C. Base
17½			17¾	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Paving Type: Availability of local materials are adaptable to oil construction.

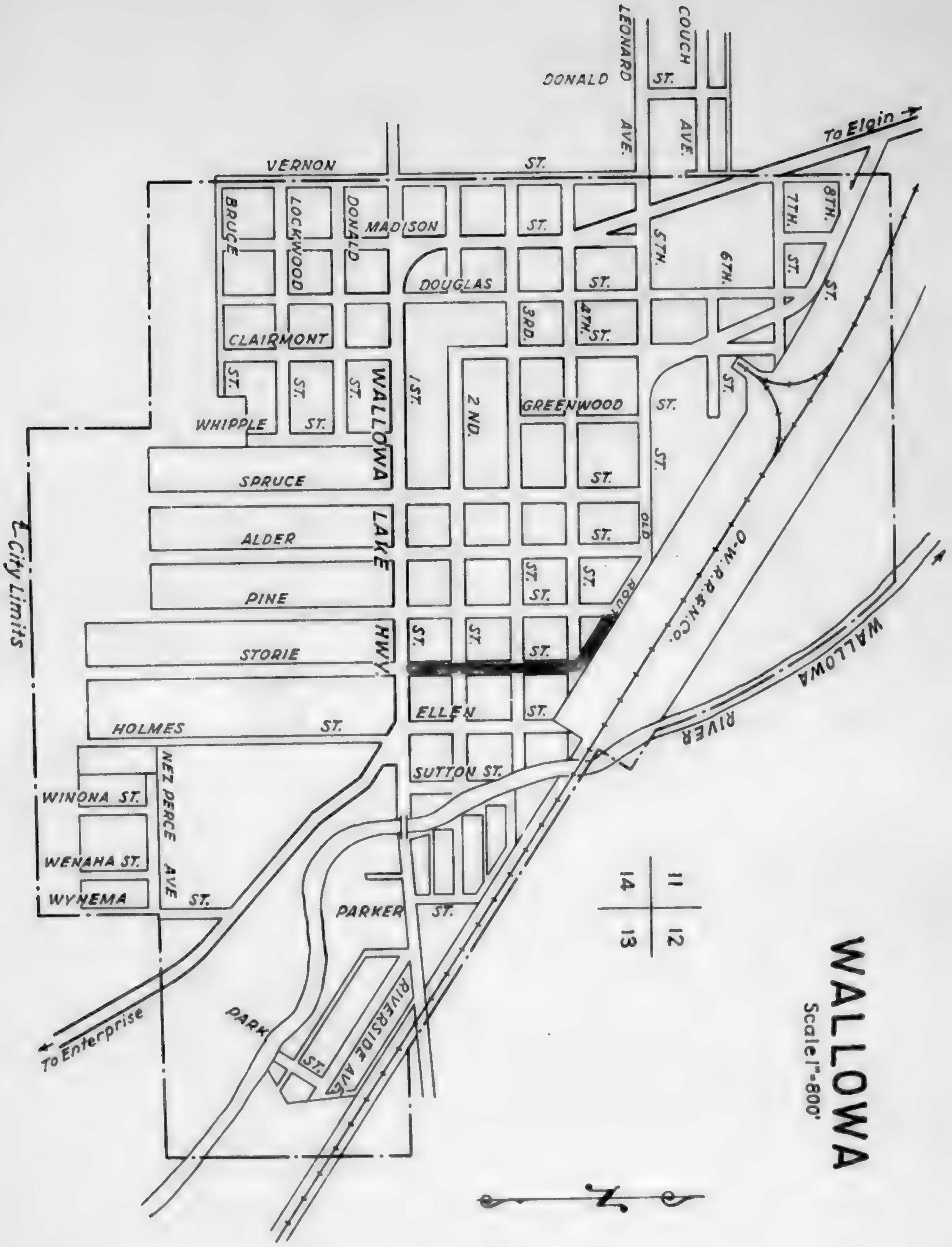
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
✓Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Skile Engineer Division

Submitted by S. L. Reiker
Soil Assistant

Recommended by [illegible]
Construction Engineer

Recommended by C. T. Hagmann
for Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer



WALLOWA

Scale 1"=800'

Rev. 8-18-49

7.

3-21-61

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Wallowa is an incorporated city of the State of Oregon and has a population of 989 as given by the latest official census; and

WHEREAS, the following streets of said city, Douglas from First Street North to Truck Route

Beginning where Storie Street or Truck Route joins 1st Street and continuing North and Northwest 3/4 of mile

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Wallowa does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Eugene Lively, Mayor as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 21st day of March, 1961.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ------------ -

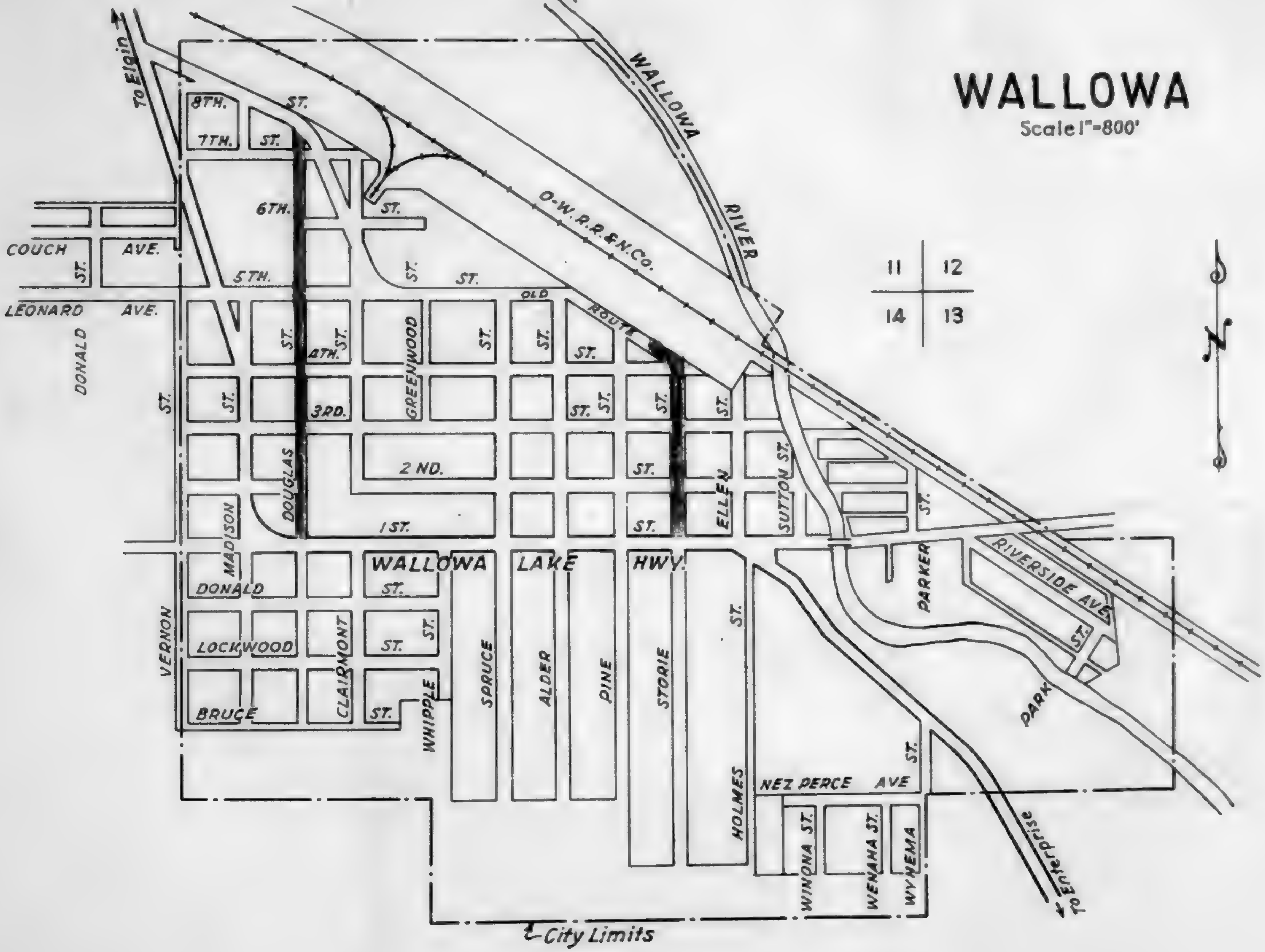
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Wallowa at a regular or special meeting of said Council, held on the 21st day of March, 1961, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 6th day of June, 1961.

City Recorder

WALLOWA

Scale 1"=800'



Rev. 8-18-49

4-1092 Elsie-Strassel U'Xing Sec., 1962
Sunset Hwy.
#6119

4-1092 Elsie-Strassel H'Xing Sec., 1962
Sunset Hwy.
#6119

RECEIVED
DEC 27 1963
FOR [illegible]

6/17

December 27, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1916
Tacoma 1, Washington

Gentlemen:

On November 13, 1963, we wrote to you concerning release of final payment on contract #6112, awarded to Acme Const. Co., for grading-paving the Elsie-Strassel Undercrossing Section of Sunset Highway in Clatsop-Washington Counties.

Final payment on this contract is $14,977.54 and the total contract amount is $305,041.82, including $5,643.23 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Acme Const. Co.,
P. O. Box 9684
Portland 11, Oregon

cc: C. H. Maison
Attn.: John Herr

4-1092

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 23, 1963

Section Elsie - Strassel UnderXing

Kind of work Grading & Paving

Highway Sunset County Clatsop & Wash.

Section prefix 4 - 1092

Contractor Acme Construction Co.

Contract number 6119

Date of contract June 18, 1962

Specified work days 75

Date work started June 6, 1962

Work days used 81

Project authorization $304,274.31

Exclusive of engineering $281,465.47

Per cent of time elapsed 108.6 %

Estimated cost of completed project, exclusive of engineering $287,276.14

Estimated per cent overrun ~~or underrun~~ 2.1 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $22,808.84

Engineering cost to date $30,000, 131.6 %

Date project was completed July 16, 1963

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semifinal Estimate and all supporting data was taken to the Division Office on November 27, 1963.

"FINI"

CONSTRUCTION DIVISION
RECEIVED
NOV 29 1963
☐ ACE ☐ ACK ☐ COE

NOTED
JOHN R. OAKES

Signed James W. Cochell
James W. Cochell

Address P.O. Box 282, Beaverton, Oregon 97005

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
NOV 1 4 1963

FOR FILING

[illegible]

6119

November 13, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract #6119 awarded to Acme Const. Co., for grading-paving the Elsie-Strassel Undercrossing Section of Sunset Highway in Clatsop-Washington Counties, was completed July 17, 1963, and accepted by the Highway Commission on November 13, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before November 20, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Acme Const. Co.,
P. O. Box 9684
Portland 11, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
NOV 1 3 1963
FOR FILING

4-1-92

6119

November 12, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed July 17 on Contract No. 6119. The contract was with Acme Construction Company and was for grading and paving on the Elsie-Strassel Undercrossing Section of the Sunset Highway in Clatsop and Washington Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 12, 1963, and that you concur in this procedure at the Commission meeting on November 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
OCT 25 1963

FOR FILING

[illegible]

6119

October 21, 1963

Contract 6119

R. H. Bellinger, Office Manager
Morse Brothers Inc.
P. O. Box 266
Lebanon, Oregon

Dear Mr. Bellinger:

This is to reply to your letter of October 17, 1963, in regard to the rock removed from your stockpile on the Sunset Highway.

On July 2, 1963, I phoned your office and inquired as to the availability and price of 3/4" to 1/4" crushed rock for Acme Construction Company's contract on the Elsie-Strassel section. Acme Construction Company's superintendent had informed me that there was a "possibility" that they would run short of course material for the asphaltic concrete mix. You informed me that the material was probably available but that I would have to check with Mr. Forrest Morse. I later tried to contact him at his residence but missed him on several attempts. Acme Construction Company, when they did run short, assumed that permission had been granted and hauled some material from your stockpile. They afterwards informed me of this - "that it was approximately 200 or 300 yards of 3/4" to 1/4". Lake City Contractors, Inc. did not load or haul any rock from your pile as you have stated.

I am sure that Acme Construction Company has accurate records of whatever material was borrowed and a just settlement will be made. Whatever our responsibility is in this matter, we will settle between ourselves and Acme Construction Company.

Therefore, I believe you should address your claim to them rather then us. I am sorry that this misunderstanding has arisen.

Very truly yours,

LAKE CITY CONTRACTORS, INC.
by:

James G. Forrest
Vice-President

TED
FLOYD UERY

np
encl.

RECEIVED
AUG 29 1963
FOR FILING

4-[illegible]
6119

August 29, 1963

Acme Const. Co.,
Box 715
Redmond
Washington

Gentlemen:

The State Highway Commission, at its meeting on August 29, 1963, discussed with the Engineer your request for an extension of time on contract #6119. You requested 7 additional workdays within which to complete the grading-paving of the Elsie-Strassel Undercrossing Section of Sunset Highway in Clatsop-Washington Counties, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission denied your request for the 7 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: A. E. Johnson
James W. Cochell
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
JUL 25 1963
FOR FILING

4772

6119

July 25, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 3
August 29, 1963 Meeting

Gentlemen:

We have received a request from Acme Construction Company, contractor on the Elsie-Strassel Road paving project on the Sunset Highway in Clatsop and Washington Counties, Contract No. 6119, for an increase of 7 workdays in which to complete the project. The reason cited by the contractor to justify this increase was that the shoulders on the project required reworking after the 1962-63 winter shutdown.

Our records show that no unanticipated work was required, and that no workdays were charged in 1963 until the paving started. The delays on the job were caused by failure of the contractor to produce specification crushed material until considerable time had elapsed in the 1962 season.

We recommend that no extension of time be granted. Your concurrence in this recommendation is requested.

This matter will be presented to you at the August 29 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

CHB:bjh bbc

RECEIVED
OCT 9 1963
FOR FILING

6119

#3

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
FOR
Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 6119 Contractor ACME CONSTRUCTION CO.

Highway Sunset

Section Elsie - Strassel Undercrossing

Kind of Work Grading & Paving

It is recommended that such extension be granted as requested under the following terms and conditions:

HIGHWAY COMMISSION
DATE Aug. 29, 1963 denied request
Floyd Query
Secretary

Recommended for ~~Approval:~~ Denial

Kersey
Division Engineer

H. L. Decker
asst Construction Engineer or Bridge Engineer

Lloyd D. Stone
ASSISTANT State Highway Engineer

Contract No. 6119
Project designation State (State—Federal)
Date awarded June 18, 1962
Work started June 6, 1962
Per cent completed 95 % - 7/1/63 (Date)
Specified completion date July 2, 1963
Previously extended to None
Extension requested to July 15, 1963

Form E-320—3M—7-55

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date June 26, 1963

Gentlemen:

We, the undersigned, respectfully request an extension of 7 days time, from July 2, 1963, to July 15, 1963, within which to complete our Contract No. 6119, described as follows:

Elsie-Strassel Undercrossing Section of Sunset Highway
Clatsop & Washington Counties

The above request is based upon the following reasons:

Due to winter maintenance, washes etc. we had to rebuild and refinish the shoulders which were completed to specifications last year. This is born out by the additional shoulder rock hauled and placed this year.

Respectfully submitted,

ACME CONSTRUCTION CO.
Contractor

By M H Harner

CONSENT OF SURETY

Date June 28, 1963

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

BY: Philip R Meaney
Philip R. Meaney
Attorney-in-fact

Countersigned: VICTOR S. RISLEY CO. (SEAL)
BY: Philip R Meaney
Oregon Resident Agent

State Printing 87499

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1963

SUBJECT: Extension of Time
Elsie-Strassel Road Section
Sunset Highway
Contract No. 6119

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a request for an extension of time which was submitted by Acme Construction Co., contractor. The reason cited by the contractor to justify this requested extension is that considerable shoulder repair work was required after the 1962-63 winter shutdown prior to the placing of AC paving.

Our records show that there was no extraordinary work required, and that workdays were not charged until the paving started. The primary reason for the delay on the job was trouble with the crushing plant (breakdowns, gradation, sand equivalent) during the 1962 season.

We recommend that no extension of time be granted.

As of July 12, the paving has been completed and only minor clean-up and sight post installation remains to be done. A total of 79 workdays have been charged, and 75 workdays were originally allowed.

This is a "STate" project with no Federal money involved. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By
G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachment

RECEIVED
JUL 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 23 1963

FOR FILING

Salem, Oregon
July 23, 1963

Mr. F. D. Morgan
Construction Engineer
OFFICE

This is to advise you that work was completed on July 17, 1963 on Contract No. 6119, Elsie-Strassel Undercrossing Section in Clatsop and Washington Counties.

We request that your office return a signed copy of this letter indicating acceptance of the contract work, or listing any conditions below which would prevent acceptance of the project by the Highway Commission.

Estimated date of removal of contractors equipment and clean up of site is July 22, 1963.

L. H. Young
Office Engineer

Construction Division
Office Endorsement

Date: ____________________

Conditions noted on above date:

Construction Engineer

DBP:cr

RECEIVED
DEC 11 1962
FOR FILING

4

6119

GENERAL CONTRACTING
CRUSHED ROCK
FILL MATERIALS
EQUIPMENT RENTALS

PHONE GEARHART RE 8-7331

JAMES SCARBOROUGH
BOX 24
GEARHART, OREGON

IN ~~ACCOUNT WITH~~

Dec 10-1962

Oregon State Hyway Dept
Salem Oregon.

Sub to Accml
[illegible] 6119

Gentlemen:

On Oct 17th 1962 Lake City Contractors Rented a 22-B CRANE to Install A SAND Screen on there operations At Quarts Creek Quary on Sunset Hyway in Clatsop County.

I have Sent to them Two Bills for 10½ hrs CRANE Rental @ 15^{60} per hr or A total of $\$163^{80}$ AND have not Recieved any Reply. I must leave this job by the 17th unless the Dept. CAN and will help collect this Bill.

Thank You James Scarborough

Cc Please reply & send copy of this letter to [illegible] 76

RECEIVED
AUG 17 1962
FORM E-80X—80M—11-61—40831
FOR FILING

[illegible]

6119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem 10, Oregon
August 15, 1962

SUBJECT: Construction Speed Zone
Sunset Highway

To:

MEMO TO FILE

Agenda Item: 3c(1)

The State Highway Commission at its meeting of August 9 established the following temporary construction speed zone:

35 MPH ... on Elsie-Strassel Undercrossing Section of the Sunset Highway — Clatsop, Tillamook, Columbia, and Washington Counties — between M.P. 20.15 and 24.15, between M.P. 34.00 and 37.90 and between M.P. 40.99 and 42.49 — effective 8 a.m., PST, July 2, 1962.

F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards ✓
A. E. Johnson
J. D. Walker
B. P. Huntley
E. E. Johnston
R. M. Smith
R. D. Conklin

RECEIVED
AUG 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JUL 6 1962
FOR FILING

[illegible]

6119

July 5, 1962

Oregon State Highway Commission

Gentlemen:

Your approval is requested for the establishment of a 35-mile-per-hour construction speed zone on the Sunset Highway, No. 47, at the following locations:

Between M. P. 20.15 and M. P. 24.15

Between M. P. 34.00 and M. P. 37.90

Between M. P. 40.99 and M. P. 42.49

This restriction was placed in effect at 8:00 a.m., July 2, and is necessary because of highway construction on the Elsie-Strassel Undercrossing Section of the Sunset Highway in Clatsop, Tillamook, Columbia, and Washington Counties.

This matter will be on the Highway Commission meeting agenda for August 9.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc G. S. Paxson
Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

VPJ:pk hlb

RECEIVED
MAY 28 1962
FOR FILING

4-7692

6119

May 25, 1962

Acme Construction Company
P. O. Box 715
Redmond, Washington

Gentlemen:

The State Highway Commission on May 25, 1962, accepted your bid in the amount of $279,430.50 for grading and paving on Elsie-Strassel Undercrossing Section of the Sunset Highway in Clatsop and Washington Counties, which was the low bid received for that job on May 23, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

S-L99(1) Halsey St.-Stark St. Sec., 1962
FAS 729 (181st Ave.) Grad.
#6120 & Stone Base

CyA
2526

RECEIVED
NOV 12 1963
FOR FILING

Salem, Oregon 97301

November 7, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by

A. W. Parsons, Division Engineer W. Parsons
08-35-EC Salem, Oregon Div. Engineer

Oregon Project S-489(1)
Halsey St. - Stark St. Section - 181st Avenue

We conducted a final inspection and accepted the subject project November 1, 1963. During this inspection we were particularly interested in the acceptability of materials incorporated into the work.

Previous contacts with this project indicated certain difficulties were encountered relative to gradation of crushed aggregate base and low compressive strength of concrete in curbs and driveways. Your letter of May 2, 1963 satisfactorily resolved the low strength concrete problem. However, laboratory reports of samples taken from roadway as final record samples seem to indicate that the gradation was not as it should have been. Also, progress sample test results reveal much the same picture concerning gradation.

We further note that your Materials certification dated February 27, 1963 covering this project made no mention of variances of the gradation of base aggregates from that specified. You no doubt made a study of this situation and arrived at a satisfactory conclusion.

We understand that the Multnomah County Engineering Department is attempting to improve their inspection and quality control procedures in that they have obtained the appropriate testing equipment and are training personnel in materials testing and inspection practices. This improvement has no doubt come about as a result of efforts on the part of your Division I staff to assist and guide the County Road Department. May we encourage you to continue concentration of efforts in this direction until such time as the County reaches standards equal to those practiced by your department.

NOTED
LLOYD P. SHAW

RECEIVED
NOV 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
11-8-63

RECEIVED
MAY 3 - 1963

FOR FILING

S-487(1)

13-4

May 2, 1963

Mr. A. E. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Halsey Street-Stark Street Section
151st Avenue (Portland)
Multnomah County
Contract No. [illegible]
Project S-487(1)

Dear Sir:

Reference is made to your Memorandum dated March 14 regarding materials incorporated on the subject project.

Testing of 85-100 Asphalt: Asphalt was applied four days on the project. A copy of the American Bitumuls & Asphalt Company laboratory report, certificate of analysis is enclosed. The material applied September 15 was a split load, part of which was used on State Contract No. [illegible]. Tests were made ([illegible]), Laboratory Report No. 111,543) and were within the specifications for this project. Total asphalt used was [illegible] tons.

Testing of Concrete for Curbs: Of the [illegible] cubic yards of concrete used, 120 cubic yards averaged 89.21 per cent of the required strength. Our Engineer of Materials has stated that in his belief, the "... quality of concrete used is sufficient for the use intended and there will be no undue deterioration of same where low strength occurred." Based on the percentage of low strength concrete and the contractor's bid price, a price agreement in the amount of $177.60 credit to the project has been approved.

When tests indicated substandard materials, a meeting was held with County officials, October 11, 1962, to discuss the matter. Gordon Brooks and W. H. Schmiesow were present.

More time will be spent by our Division personnel in inspecting these County jobs in the future. We will not have direct control; but with closer cooperation with the County engineers, a definite improvement should result.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Enc.

cc Forrest Cooper
L. H. Young

DBP:mmb: ajw

FORM E-90 5CM 9-62 43008

PLEASE RETURN TO
LLOYD P. SHAW

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1963

SUBJECT: Halsey Street-Stark Street Section
(181st Avenue)
Multnomah County
Contract No. 6120

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

Data to answer your inquiry concerning Bureau of Public Roads Memorandum of March 14, 1963 (copy attached) has finally been assembled.

Direct engineering control of Multnomah County projects, as you know, is in the hands of County employees. I believe this has always caused some concern as to adequacy.

On the subject project, when test reports on base rock and concrete curbs gave evidence of substandard products, a meeting was held with County officials to discuss the matter. Date of this meeting was October 11, 1962. Gordon Brooks and Will H. Schwiesow of the Bureau of Public Roads were in attendance.

A summary of tests on base rock revealed that the average of all tests fell within gradation specifications, even though 21 of 46 individual tests showed out of gradation. It was recommended for acceptance on this basis, since all other requirements were within specifications.

The concrete used on the project was for curbs. Based on core strengths, it was determined that 120 cu. yds. of this concrete showed only 88.15% (2944 P.S.I.) of required 3300 P.S.I. strength. An adjustment in favor of the State was made using this percent and contractor's cost of concrete. Tests on all remaining concrete passed requirements. The quality of the concrete for the entire job was considered sufficient for the use intended.

On the back side of Mr. Harra's material certification dated February 27, 1963, (copy attached) it was stated that no samples of the 69.96 tons of RC-250 asphalt were received at the Central Laboratory. Recent check by the Division (see attached copy of April 4 letter from Keasey) shows this asphalt was placed on four separate days. The first day's application was a split load, part of which was used on Contract No. 6080. It was sampled for Contract No. 6080 and covered by Lab. Report No. 611545 and found to be suitable for use. A certificate of analysis was obtained from the supplier, American Bitumuls and Asphalt Company, for the rest of the asphalt. This analysis shows the material to meet specifications.

A special effort has been made to impress Multnomah County of the importance of job control. While they expressed a sincere desire to cooperate, future jobs are expected to reflect our lack of direct control in some instances. The Division also will direct our own personnel to devote more time to inspection of these projects. A definite improvement should result from these measures.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh
Attachments

cc: L. P. Shaw (1)
G. W. Harra
A. E. Johnson

RECEIVED
APR 29 1963
OFFICE ENGINEERING
[illegible]

RECEIVED
APR 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 80M 5-62 43808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 5, 1963

SUBJECT: Halsey St.-Stark St. Section
(181st Avenue)
Multnomah County
Contract No. 6120

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Attention: G. L. Decker

Reference is made to your request for confirmation of laboratory tests on the RC-250 asphalt used in the binder course on the subject contract.

Apparently no samples of this material were submitted specifically for this contract. We have, however, ascertained that the material was applied on September 15, 21, 22, and on October 21, 1962 and was purchased from the American Bitumuls and Asphalt Company by Horton Construction Company, subcontractors. We have also determined that the material applied on September 15 was part of a split load, approximately half of which was used on this contract and the remainder used on the 82nd to 92nd Avenue, Powell Blvd., section of the Mt. Hood Highway, Contract No. 6080, and this load was sampled for that contract on data sheet A1963, laboratory report no. 611545, and was found to be suitable for use. We have been unable to connect the materials placed on the other three dates with any other ~~for~~ State ~~the~~ contract. However, we have obtained from the American Bitumuls and Asphalt Company a certificate of analysis covering the materials invoiced to this project on the dates indicated, and according to their analysis, the material is within State specification.

On the basis of the one sample which was submitted through our laboratory and the analysis made by the Asphalt Company, we recommend that the material be accepted as passing State specifications.

A. E. Johnson
Division Engineer

by

C T Keasey

C. T. Keasey
Assistant Division Engineer

CTK:fb
Encl.
cc Multnomah County

8 1963
NOTED--☐ ☐

laboratory report — certificate of analysis
Paving, Industrial, Liquid and Emulsified Asphalt

AMERICAN B. .MULS & ASPHALT COMPANY

Laboratory Willbridge No. ______ Shipper's Ident. (HTR, B/L, Etc.) See Below
Material Cutback RC-250
Customer Oregon State Highway Comm. Horton Construction Co.
Origin/Destination ______
End Use ______ Specification O.S.H.D.
Contract No. Job #6120 Date/Mfd./Sampled/Shipped See Below Sampled by ______

						Spec. Req'mts
~~Lab. Sample No.~~ Invoice No.	A099551	A099847	A099989	A100310		
~~Material/Product~~ Batch #/Date shipped	119/9-15	136/9-21	138/9-22	146/10-1		
Tests on Emulsified Asphalts:						
Viscosity-S. F. at ______ °F.-Secs.						
Residue by ______ Method—%						
Settlement After ______ Days—%						
Demulsibility ______ ml. ______ N Ca Cl_2—%						
Sieve Test ______ Mesh—%						
Miscibility ______ Method						
Stone Coating Test						
Cement Mixing Test						
Dehydration						
Adhesion By ______ Method—%						
Tests on Paving and Industrial Asphalts (or Residue of Liquid and Emulsified Asphalts):						
Flash Point By ______ Method—°F.						
Penetration At 77 °F. dmm	88	98	84	83		80-120
Pen. Ratio-(Pen. 39.2° F. ÷ Pen. 77° F.) × 100						
Ductility At ______ °F.—Cms.						
Softening Point—° F.						
Loss on Heating At 325° F.—%						
Pen. Retained After Loss on Heating—%						
Solubility In ______—%						
Spot Test By ______ Method						
Thin Film Oven Test By ______ Method: Weight Loss—%						
Pen. Retained At ___°F.—%						
Ductility At ______ °F.						
Tests on Liquid Asphalts:						
Flash Point By ______ Method—°F.						
Viscosity-~~SF~~. at 140°F.-~~Secs.~~ Cs	302	290	340	375		250-500
Distillation At — 374°F.						
(% of Total Over 437°F.	45.5	42.6	42.8	46.8		35+
at 680°F.) 500°F.	71.0	68.6	69.3	72.3		60+
600°F.	91.1	87.0	85.7	89.6		80+
Res. From Dist. at 680°F.—% By Vol.	72.5	73.0	75.5	76.5		65+
Float Test on Res. At ______ °F.—Secs.						
Adhesion By ______ Method—%						
Supplementary Tests:						

Remarks: ______

Recommendations: ______

Tested By W. Woff Date 4/4/63 I Certify to the Correctness of the Above William Woff

AB-49 (8M-CD-6-59)
PRINTED IN U.S.A.

RECEIVED
MAR 20 1963

FOR FILING

477 Cottage Street N.E.
Salem, Oregon

March 14, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.4DA Salem, Oregon

Oregon Project S-489(1), Halsey St.-Stark St. Section
181st Ave. Grading and Stone Base

The February 27, 1963 materials certification for the subject project indicated that R.C.-250 Asphalt was not tested and that approximately one-half of the concrete cylinders were below strengths specified. In view of the fact that you believe the quality of the concrete to be sufficient for the use intended, we assume that the variation in concrete strength is not substantial.

We would appreciate being advised if any further verifications of the quality of the materials or corrective actions have been made or are contemplated by your department.

RECEIVED
MAR 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Morgan
3-20-63

NOTED
LLOYD P. SHAW

February 27, 1963

Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Halsey St.-Stark St.
Project No. S-489(1)

This is to certify that:

1. All of the materials used on the above project substantially met pertinent specification requirements of the contract. All of the materials, except those listed on the back hereof, were properly covered by samples tested and accepted by the State Highway Testing Laboratory or associate laboratory. The items listed on the back of this certification which received less than the State's usual requirements for sampling and testing, were accepted under the conditions stated.

2. The results of the tests on record samples indicate that: (a) the materials and construction work substantially conform to the plans and specifications, and (b) such results are reasonable representative of the materials incorporated in the work and of the construction work as shown by the results of job control sampling and testing. Exceptions to this certification are explained on the back hereof.

Laboratory reports covering tests of materials used on the project are on file by project number in the State Laboratory at Salem, Oregon.

Very truly yours,

G. W. HARRA
Engineer of Materials

E

Bock - Halsey Street - Stark Street.

No samples received at the Central Laboratories for R.C.-250 Asphalt used on this project. Quantity used was 69.96 tons.

There were twenty-six sets of concrete cylinders sent to the Central Laboratories for testing. These cylinders represented the concrete used for curbs. Fourteen sets showed below strength specified for 28 day breaks. The average 28 day breaks on all cylinders were above specified strength. There was evidence of improper curing in the field.

Believe the quality of the concrete used to be sufficient for the use intended and there will be no undue deterioration of same where low strengths occured.

RECEIVED
MAR 1 4 1963
FOR FILING

[illegible]

6120

March 13, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On December 27, 1962, we wrote to you concerning release of final payment on contract #6120, awarded to Porter W. Yett, Oreg. Ltd., for grading-stone base on the Halsey St.-Stark St. Section of FAS 729 (181st Avenue) in Multnomah County.

Final payment on this contract is $5,149.77 and the total contract amount is $175,745.23, including $2,652.33 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Porter W. Yett, Oreg. Ltd.,
6500 NE Ainsworth
Portland 18
Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
DEC 27 1962
FOR FILE

6120

December 26, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed October 25 on Contract 6120. The contract was with Porter W. Yett, Oregon Ltd. and was for grading and stone base on the Halsey Street-Stark Street Section of FAS Route 729 (181st Avenue) in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 21, 1962, and that you concur in this procedure at the Commission meeting on January 22.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw hlb

Surety letter written 12/27/62

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JAN 2 1963

FOR FILING

5-489 (1)

December 21, 1962

Porter W. Yett, Oregon Ltd.
6500 N. E. Ainsworth
Portland 18, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 20, 1962, discussed with the Engineer your request for an extension of time on Contract No. 6120. You requested 12 additional workdays within which to complete the grading and stone base on the Halsey Street-Stark Street Section of the FAS 729 (181st Ave.) in Multnomah County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 6 additional workdays, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc: A. E. Johnson
Multnomah County Engineer
F. D. Morgan
L. H. Young
C. H. Maison

LOCATIONS AND DOCUMENTATION OF THE TESTS FOR:-

Halsey St. - Stark St. Section
FAS - 729(181st Ave.) Cont. #6120

December 17, 1962

Core & Cylinder No.	28-Day Test PSI	Date Cylinder Was Broken(28 Days)	Core Test PSI	Date	Cu.Yds Conc. Represented	Location
1 B	2630	9-11-62	2570	10-4-62	21	91+25 Rt.
3 B	3220	9-13-62	2900	10-4-62	16	80+00 Rt.
5 B	3240	9-17-62	3100	10-4-62	7	Burnside St. 233+60 Lt.
6 B	3040	9-20-62	2820	10-4-62	18	88+50 Lt.
7 B	2665	9-21-62	3180	10-4-62	18	95+75 Lt.
8 B	2845	9-24-62	2940	10-4-62	33	94+00 Lt.
11 B	2725	9-26-62	3100	10-4-62	7	86+00 Lt.
		Average -	2944 PSI		120 Cu.Yds.	

Average PSI of Core 2944
Required PSI 3300 = 89.21% of required strength.

Contractor's Cost per cubic yard of concrete - $13.70

10.79% of $13.70 = $1.48 deduction per cubic yard of concrete

Concrete represented by test - 120 cubic yards

120 cubic yards @ $1.48 = $177.60

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DEC 5 1962
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1962

SUBJECT: Low Concrete Cylinders
N. E. Halsey-S.E. Stark St. Section
N. E. and S. E. 181st Avenue
Multnomah County
Contract No. 6120

To: Mr. A. E. Johnson
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

The recommendations for deductions from the contractor's estimate outlined in your letter of November 29th have been reviewed here. These deductions resulted from low concrete tests.

We agree a deduction should be made, but the basis should be on core strengths and contractor's cost of concrete. This would bring the amount of penalty in line with Mr. Brown's recommendation, and the method of computing in line with previous parallel cases.

Documentation in the form of a Price Agreement showing reduced prices for the 120 cubic yards of concrete should be carried out.

F. D. Morgan
Construction Engineer

By
G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: Lloyd Shaw ✓

RECEIVED
DEC 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 21 1962
FOR F

November 21, 1962

Oregon State Highway Department

Gentlemen:

Request for Extension of Time
No. 2
December 20, 1962 Meeting

We have received from Porter W. Yett, Oregon Ltd., contractor on the N. E. Halsey Street-S. E. Stark Street grading and paving project on 181st Avenue in Multnomah County, Contract No. 6120, a request for an additional 12 workdays in which to complete the project. The request is based on delays caused by the need to excavate soft spots in the subgrade which developed after the base rock was placed.

Our records show that the contractor spent 5-1/2 days on this subexcavation work, and that he was further delayed by having to make storm and sanitary sewer connections and construct a road approach not included in the plans. Since the project was completed with an overrun of only six days, it is recommended that the contractor be granted an extension of six days which will eliminate liquidated damage charges on this project.

This matter will be presented to you for your consideration at the December 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjh bbc

FORM E-30 80M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1962

SUBJECT: Extension of Time
N. E. Halsey St.-S. E. Stark Street
FAS 729 (181st Avenue)
Contract No. 6120

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Attached is a request from Porter W. Yett, contractor on this project, for an extension of 12 workdays due to delays resulting from conditions beyond the control of the contractor.

After placing of most of the base material numerous soft spots developed in the subgrade. These were excavated under an Order for Extra Work, and required 5-1/2 days. In addition to this, an additional road approach had to be constructed and connections made to sanitary and storm sewers. These delayed the contractor somewhat, but never stopped him.

The job was completed on October 25, 1962, with an overrun of 6-days. We recommend that the contractor be granted an additional 6-days due to the delays listed above.

This is an FAS(c) job, and prior approval by the Bureau of Public Roads is not required. A rough draft to the Commission is attached.

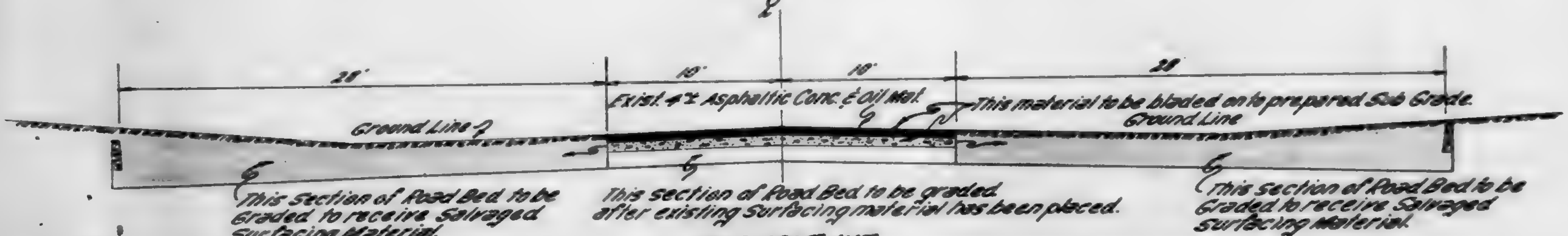
F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

CHB:bjh
Attachments

cc: L. H. Young

RECEIVED
NOV 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER


℄
28'
10'
10'
28'
Exist. 4" Asphaltic Conc. & Oil Mat.
This material to be bladed on to prepared Sub Grade.
Ground Line
Ground Line
This Section of Road Bed to be Graded to receive Salvaged Surfacing Material.
This section of Road Bed to be graded after existing Surfacing material has been placed.
This Section of Road Bed to be Graded to receive Salvaged Surfacing Material.

N.E. 181st AVE.
(Showing proposed method of Salvaging Existing Surfacing Materials)

E-320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 4, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 60 days to 72 days, within which to complete our Contract No. 6120, without the assessment of liquidated damages. The said contract is described as follows:

Multnomah County Halsey St.-Stark St. Section Highway FAS 729 (181st Ave.)

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Multnomah County Halsey St.-Stark St. Section Highway FAS 729 (181st A[illegible] During the period 8/14/62 to 8/29/62, inclusive (12 workdays), excavation on the center [illegible] between N. E. Glisan and N. E. Wasco could not be carried out because of instructions fr[illegible] the Engineering Authority to allow the previously excavated side strips to aerate and dr[illegible] out before laying the stone base material. When it eventually became apparent that this strategy was not accomplishing the desired results, these areas were excavated below gra[illegible] and we were ordered to apply the base material. Center Stip excavation then proceeded. Subsequently this delayed rocking in this area

Respectfully submitted,

PORTER W. YETT, OREG., LTD.
Contractor

By Porter W. Yett Jr.
Gen. Partner

CONSENT OF SURETY

Date October 3, 19[illegible]

We, GENERAL INSURANCE COMPANY OF AMERICA, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
JAMES F. DARBY Attorney-in-fact
ROBERT L. DOWNEY DBA [illegible], [illegible] & [illegible] (SEAL)
Robert L Downey
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

#2

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6120 Contractor Porter W. Yett, Oreg. Ltd.

Highway FAS-729 (181st Ave.)

Section Halsey St. - Stark St.

Kind of Work Grading and Stone Base

Dec. 20, 1962 for 6 workdays
Floyd Query

It is recommended that the request for increase in the number of workdays within which to complete said contract be XXXXXXX or GRANTED. The reasons for such recommendation are as follows:

It is recommended that 6 additional workdays be granted for the following reasons:

1. Additional work involved in excavating soft spots which involved approximately 5 1/2 days work.
2. Additional work involved in constructing a street connection and connections with the sanitary and storm sewers near Sta. 56+40.

All of the above additional work caused delay in the contract work even though 60% production was possible and some workdays therefore charged.

Recommended for Approval:

Division Engineer

IELD Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	6120
Project designation	S-489 (1) State-Federal
Date awarded	June 18, 1962
Work started	July 3, 1962
Per cent completed	100% XX 88% 10/5/62 Date
No. of Workdays Allowed	60
No. of Workdays Used	XX 66
No. of Added Workdays Requested	XXX 6

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 26, 19 62

Section Halsey St. - Stark St.

Kind of work Grading & Stone Base

Highway FAS-729 (181st Ave) County Multnomah

Section prefix 526-1079

Contractor Porter W. Yett, Oreg. Ltd.

Contract number 6120

Date of contract June 18, 19 62

Specified work days 60

Date work started July 3, 19 62

Work days used 66

Project authorization $194,202.80

Exclusive of engineering $194,202.80

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $194,202.80

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization To be done by county $

Engineering cost to date $, %

Date project was completed Oct. 25, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL ~~AND/OR PAVE~~	MAT'L PROD.
	100%	100%		100%	100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished cleaning up sidewalk & driveway area.

This completes his contract.

Completion of Project October 25, 1962.

CONSTRUCTION DIVISION
RECEIVED
OCT 29 1962

Signed Robert W. Jones

Address 2115 SE Morrison St. Portland, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.07				
Miles partially completed	1.07	1.07		1.07	
Miles completed	1.07				
Total estimated quantities (contract)	35,900				
Total quantities corrected to date	33,000				
Estimated quantities moved or placed to date	31,600				
Average daily quantities	----				
Average daily quantities necessary to complete project on time	----				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Men 1

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 1

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fog Fair		
Tuesday	Fog Fair		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Rain- Cloudy		
Saturday			

RECEIVED
OCT 18 1962

FOR FILING

5-489 (1)

6120

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION
RECEIVED
OCT 15 1962

Portland, Oregon
October 11, 1962

SUBJECT: Halsey St.-Stark St.
FAS No. 729
Multnomah County
Contract No. 6120

To:

Memo to the File

At my request, Mr. Gordon Brooks and Mr. Bill Schwiesow of the Bureau of Public Roads and Mr. Gil Decker accompanied A.E. Johnson and myself to the offices of the Multnomah County Road Department for the purpose of obtaining an adequate explanation of the use of substandard base rock and the construction of low strength concrete curbs on the subject project. Representing Multnomah County were Mr. Jack Kalinoski, Assistant County Engineer; Mr. A. N. Brown, Construction Engineer; and Mr. Robert Jones, Assistant Engineer. Considerable discussion was had regarding the substandard base rock, and in this discussion Multnomah County stated that on several occasions corrective measures were taken in adjusting the crushing plant. However, the test results indicate no change in the quality of the product following these corrective measures. None of the personnel present could enumerate the actual corrective measures taken on the crushing plant; however, we were assured that a full report on the subject would be submitted to us immediately. A number of samples of the same material were sent through the Pittsburgh laboratory by Multnomah County, and test reports of these samples will accompany the County's report yet to come.

NOTED
PORTER

It appeared to those present, that the County's procedure on construction projects had very little control over the production of the material and the subsequent inclusion of substandard material in a project. Some doubt as to the qualifications of the personnel in charge of various phases of the project now exist due to the examination of their procedures, yesterday.

Within the next ten days, it is expected that Mr. Johnson, Mr. Decker, and myself will make a thorough investigation of Multnomah County's procedures from the lowest chainman classification on up to the resident engineer level as regards job control, and following this inspection a report will be tendered the Salem office.

Low strength concrete used in curbs on the subject project was investigated during this meeting; however, there are several 28-day cylinders yet to be broken, and it was decided that Multnomah County would delay their report and recommendations until the results of all test cylinders were in hand.

Decker

Nothing further
until above
mentioned
report.
D

In connection with the low strength reports already received, Multnomah County, at my request, have had Pittsburgh laboratory cut cores of the curb in the location of low cylinder breaks. To date, only one or two of these cores have come up to specified strength and all the remaining cores taken indicate substandard strength for Class "A" concrete.

E. S. Hunter
Assistant Division Engineer

ESH:fb
cc F. D. Morgan

Gordon Brooks
District Engineer
Bureau of Public Roads

6120

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. RECEIVED 7 1962	FORM ...2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	...TE Oregon
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)*	COUNTY Multnomah
PROJECT REPORT NO. FOR FILING 11 6120		PROJECT NO. S-489(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Halsey St. to Stark St.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-30-62	1.066
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 183,801.11	$ 115,700.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________

ASSISTANT State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XXX A. W. Parsons
(Division Engineer)

L R Backlund

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer July 10, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid Secondary
Project No. S-489(1)

HALSEY STREET-STARK STREET SECTION OF 181ST AVE. (FAS ROUTE 729) IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 22, 1962

Type Code 3212
Roadway (Sta. 41+50 to Sta. 97+78)(Contract 6120)

Removal of Curbs	1,190	lin.ft.	$ 0.40	$ 476.00
Removal of Walks and Driveways	290	sq.yds.	0.70	203.00
Removal of Catch Basins	5	only	20.00	100.00
Drainage Excavation, Unclassified	360	cu.yds.	2.75	990.00
General Excavation, Unclassified	31,750	cu.yds.	1.12	35,560.00
Finishing Roadbed and Slopes	1.07	miles	800.00	856.00
8-inch Sewer Pipe	1,465	lin.ft.	2.10	3,076.50
Destroy and Backfill Cesspool	All	Required		350.00
Concrete Inlets, Type "GD"	7	only	75.00	525.00
Concrete Inlets, Type "CG"	9	only	95.00	855.00
Concrete Inlets, Type "CG" Modified	6	only	98.00	588.00
Concrete Inlets, Type "G"	23	only	75.00	1,725.00
Concrete Sumps	10	only	250.00	2,500.00
Concrete Curbs	300	cu.yds.	37.50	11,250.00
Concrete Driveways	1,340	sq.yds.	4.00	5,360.00
Concrete Walks	200	sq.yds.	3.15	630.00
Coarse Crushed Material in Base	39,100	tons	1.88	73,508.00
3/4" - 0 Material in Base	4,750	tons	2.38	11,305.00
3/4" - 0 Material in Walks	620	tons	3.00	1,860.00
1/4" - 0 Material in Walks	285	tons	3.50	997.50
Sprinkling	740	M-gals.	2.00	1,480.00
SS-1 Asphalt in Sprinkling	18,200	gals.	0.21	3,822.00
Preparation of Base	1.07	miles	1,000.00	1,070.00
1/2-1/4" Material in Binder Course	500	cu.yds.	4.65	2,325.00
RC-250 Asphalt	80	cu.yds.	46.00	3,680.00
				$165,092.00
Flagging (57½% of Contractor's Cost)	All	Required		2,000.00
	Subtotal			$167,092.00
	10% Engr. & Cont.			16,709.00
			Total	$183,801.00

Length of Roadway	1.066 Miles
Cost of Roadway Per Mile	$172,421.20

Federal Funds	$115,700.00
State Funds	34,050.50
County Funds	34,050.50
	$183,801.00

State Funds for Const.:	Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Funds for Maint.:	Chap. 529, Laws 1939.

RECEIVED
JUN 1962
FOR FILING

FORM E-90X—20M—8-61—20862

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1962

SUBJECT: FAS 729, Multnomah County:
Halsey Street-Stark Street Section
Grading & Stone Base;
Halsey Street-Stark Street Section
Paving

To: ~~Mr. L. H. Young~~
~~OFFICE~~

Multnomah County's check for $52,500, which is the required advance deposit for the above projects, has been received and the projects are now clear for contract award.

Verne R. Jones
Verne R. Jones
County & City Relations Planning Engineer

VRJ:mm

cc: R. L. Porter ✓

RECEIVED
JUN 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

MISC. CONTRACTS and AGREEMENTS No. 2526

RECEIVED
[illegible] 10 1962

FOR FILING

489(1)

6/20

Salem, Oregon
May 31, 1962

Agenda Item 4-i

Finance Agreement
Multnomah County
Halsey St.-Stark St.
FAS 729

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a finance agreement with Multnomah County covering the Halsey Street-Stark Street Section of FAS 729.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Multnomah County.

Secretary

rn
Attach: 1

RECEIVED
JUN 5 1962
FOR FILING

COMMISSIONERS
[illegible]
JACK BAIN
L. W. AYLSWORTH

COUNTY OF MULTNOMAH

BOARD OF COUNTY COMMISSIONERS

1854

COUNTY COURTHOUSE
PORTLAND 4, OREGON

May 31, 1962

Mr. P. C. Northrop
Roadmaster
2115 SE Morrison Street
Portland 14, Oregon

Mr. John J. O'Donnell
Auditor
Court House

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

Be it remembered, that at a meeting of the Board of County Commissioners held May 29, 1962, the following action was taken:

Req Roadmaster that the Co Auditor be notified to draw)
a warrant in the amt of $52,500. payable to the Oregon
State Highway Commission to cover Mult Co's estimated)
share of the cost of the grading project and the paving
project of Federal Aid Secondary Project #729 (NE & SE)
181st Ave bet NE Halsey & SE Stark Sts) - funds for said
purpose were budgeted and appropriated under Road Fund)
appropriation objective 7017/244)

ORDERED that the County Auditor be hereby so notified to comply with said request.

Yours very truly,

BOARD OF COUNTY COMMISSIONERS

By
Clerk of Board

DD

cc - TSCC Notified City-Co. Engr's Office 6-4
CWH

RECEIVED
MAY 23 1962
FOR FILING

May 25, 1962

Porter W. Yett, Oregon Ltd.
6500 N. E. Ainsworth Street
Portland 18, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962, accepted your bid in the amount of $183,840.00 for grading and stone base on Halsey Street-Stark Street Section of FAS Route 729 (181st Avenue), in Multnomah County, which was the low bid received for that job on May 23, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Mr. Frank Morgan
Mr. L. H. Young
Mr. R. G. Savage (SIAC)

RECEIVED
MAY 28 1962
FOR FILING

May 25, 1962

Oregon State Highway Commission

Gentlemen:

On the May 25 agenda will be the matter of entering into a co-operative finance agreement with Multnomah County covering the Halsey Street-East Stark Street Section of N. E. 181st Avenue (F.S 729).

This is a routine matter which provides that the County and State will each contribute 20 percent toward the cost of the project with the Federal Government contributing 60 percent.

I recommend that the matter have your favorable consideration and that you authorize the Secretary to sign the agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
C. H. Maisen

RLP:ajw hlb

S-489(2) Halsey St.-Stark St. Sec., 1962
FAS 729 (181st Ave.) Paving
#6121

RECEIVED
SEP 4 1963

FOR FILING

[illegible]

6121

September 3, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6121 awarded to Oregon Asphaltic Paving Company for paving Halsey Street-Stark Street on FAS 729 (181st Avenue) in Multnomah County was completed on May 24, 1963, and accepted by the Highway Commission on July 18, 1963.

Final payment, in the amount of $4,747.20 will be released to the contractor after September 10, 1963. The total contract amount is $62,519.67 including $156.68 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fkn

cc Oregon Asphaltic Paving Co.
1220 S. E. 190th Avenue
Portland, Oregon

L. H. Young

C. H. Maison
Attn.: John Herr

NOTED ON CARD
fkn

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 24, 19 63

Section Halsey St - Stark St.

Kind of work Paving

Highway FAS-729(181 AVE.) County MULTNOMAH

Section prefix 526-1080

Contractor Oregon Asphaltic Paving Co.

Contract number 6121

Date of contract June 18, 19 62

Specified work days 30

Date work started Sept 24, 19 62

Work days used 19

Project authorization . . . . . $ 67,189.32

Exclusive of engineering . . . . $ 67,189.32

Per cent of time elapsed 63 1/3 %

Estimated cost of completed project, exclusive of engineering . . . . $ 67,189.32

Estimated per cent overrun or underrun . . . . %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization . . . . $ To be done by County

Engineering cost to date $, %

Date project was completed May 24, 19 63

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	XX AND/XX PAVE.	MAT'L PROD.
					100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Paving has gone along very good. Will be completed today. Mr. Keasey was by and told us to have the scaleman and the Inspector to sign the tickets for the AC, which they are both doing. Mr. Ivie of State Highway Department checked on the plant and mix; also set it and told our plant man everything was going O.K. Geo. Miller was also by the job and thought it was going O.K. Recommended rolling a little slower.

[illegible] 27 1963

NOTED
JOHN R. OAKES

Signed Robert W. Jones

Address 2115 SE Morrison St., Portland 14, Oreg.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.07
Miles partially completed					All
Miles completed					Wearing surface 1.07
Total estimated quantities (contract)					11,280
Total quantities corrected to date					11,000
Estimated quantities moved or placed to date					10,975
Average daily quantities					900
Average daily quantities necessary to complete project on time					0
Number shifts per day					1
Hours per shift					8
Average force on project for week					18

Men 12

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons 5

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers 2, Mixers ...., Crushing or screening plants Paving Batch Plant

Compressors ...., Bulldozers ...., Compaction rollers 1, Paving Mach. Barb. Green

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Pt. Cloudy		
Friday	Pt. Cloudy		
Saturday			

6121

Form Approved; Budget Bureau No. 41-R2089 9

RECEIVED
7-2 1962
FOR FILING

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. S-489 (2) 6121	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Multnomah PROJECT NO. S-489(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Halsey Street to Stark St.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-30-62	1.066
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 63,580.00	$ 40,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
ASSISTANT State Highway Engineer
(Title)

By ______
(Title)

By ______
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)
By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer July 10, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid Secondary
Project No. S-489(2)

HALSEY STREET - STARK STREET SECTION OF

181st. AVENUE (F.A.S. ROUTE 729) IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 22, 1962

Type Code 6211
Roadway (Sta. 21+50 to Sta. 77+78) (Contract 6121)

Class "B" Asphaltic Concrete	10,040 Tons	$ 5.60	$56,224.00
Class "C" Asphaltic Concrete	80 Tons	6.50	520.00
Setting Monument Boxes	4 Only	14.00	56.00
			$56,800.00
Flagging (57½% of Contractors Cost)	All Required		1,000.00
	Subtotal		$57,800.00
	10% Engr. & Cont.		5,780.00
	Total		$63,580.00

Length of Roadway 1.066 Miles
Cost of Roadway Per Mile $59,643.52

Federal Funds -	$40,100.00
State Funds -	11,740.00
County Funds -	11,740.00
	$63,580.00

State Funds For Const: Chap. 237, laws 1917; Chap. 31, laws 1920;
Chap. 527, laws 1939.

Funds For Maint: Chap. 527, laws 1939.

RECEIVED
JUN 22 1962
FOR FILING

6121

June 19, 1962

Oregon Asphaltic Paving Co.
220 S. E. 190th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25, 1962 accepted your proposal for paving on the Halsey Street-Stark Street Section of FAS Route 729 (181st Avenue), east of Portland in Multnomah County for the sum of $63,296 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied, and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 6121.

This letter confirms my wire to you of this date. Contract forms are now being prepared and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Portland
Daily Journal of Commerce, Seattle

Frank Morgan
L. H. Young
R. C. Savage (SIAC)

NOTED
J. Mc C.

I-5-3(39) Yoncalla Interch.-Rice Hill 1964
148 Sec., Pacific Hwy. (Grad., Pav.,
#6122 Sign. & Struc.) [redacted]

Documents -
R- 593

12 2

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

NOV 15 1972

IN REPLY REFER TO:
HNG-11

RECEIVED
STATE HWY ENGR
NOV 21 '72
REFER TO
FOR

Honorable Mark O. Hatfield
United States Senate
Washington, D.C. 20510

Dear Senator Hatfield:

This is in reply to your November 1 communication to the Congressional Liaison, Department of Transportation, with which you enclosed an October 26 letter from Mr. D. M. Webb of Rice Hill, Oregon. Mr. Webb refers to earlier correspondence and advises of an application he has placed before the Oregon State Department of Transportation for access to his property adjacent to Interstate Route 5 in Douglas County.

We are sending copies of this correspondence to our field representative in Oregon so he may be informed of Mr. Webb's request and the possibility of future referral by State highway officials. Mr. Webb may be assured that if further Federal action is required, his presentations will be promptly and fairly considered.

Sincerely yours,

M. F. Maloney
Associate Administrator for
Engineering and Traffic Operations

Enclosure:
Transmitted Correspondence

RECEIVED

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

NOV 15 1972

IN REPLY REFER TO:
HNG-11

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FOR

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United States Senate
Washington, D.C. 20510

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Sincerely yours,

M. F. Maloney

M. F. Maloney
Associate Administrator for
Engineering and Traffic Operations

Enclosure:
Transmitted Correspondence

RECEIVED

6122

P. O. Box 352
YONCALLA, OREGON 97499
PHONE 849-2472
AREA CODE 503

WEBB REALTY
D.M. WEBB, BROKER
AT RICE HILL — ON THE FREEWAY

OFFICE ON 99 FREEWAY
(INTERSTATE 5)
24 MILES NORTH OF
ROSEBURG, OREGON

October 26, 1972

Honorable Senator Mark O. Hatfield
U. S. Senate
Washington, D. C. 20510

Re: Rice Hill Interchange
Access

Dear Senator Hatfield:

I wish to thank you for your effort on my behalf in my attempt to acquire a better access to my property at the Rice Hill Interchange here in Douglas County.

In the Federal Highway Administration's letter to you of August 24 regarding the above matter they expressed a willingness to grant me an access from a previous agreement..

I am resigned to the futility of pursuing this matter any further, and therefore have decided to accept their previous offer if I can prevail upon them to make only a minor change in the original plans.

I have already made an application through the Roseburg office of the State Highway Department and trust it will eventually be approved by the various agencies. (See enclosure)

I would appreciate any assistance you can give me in getting an early approval of the Federal Highway Administration.

Respectfully,

DMWebb

D. M. Webb

[illegible]
[illegible]

P. S. Best wishes for a successful campaign.

DMW.

Incl: 2

e and address of Applicant

D. M. Webb
P. O. Box 352
Yoncalla, Oregon

Applicant hereby applies to the gon State Highway Engineer for permission to construct an approach road connection to the north side of the Frontage Road "A" Pacific Highway No. 1 Douglas County, between, at or near Rice Hill Int. and ____________, as described herein.

GENERAL PROVISIONS—Attached hereto and by this reference made a part hereof.

SPECIAL PROVISIONS

1. Type of permit: ☒ Permanent; ☐ Temporary: Expires ____________ Highway Reference Map No. 7B 14-16

2. Location: Mile Post(s) 148.49 Highway Engineer's Station(s) A4+27

3. Approach Road: Surface type A.C., thickness 2" Asphalt coated in., width 35'

Pipe required? yes Diam. 18" Length 56' Kind C.M.P. Minimum Cover 12"

If bridge, catch basin or other unusual drainage facility required, describe and attach sketch or specify Highway Standard

Plan No. Retaining wall Drwg. # 21052

Standard Plan No. See attached sketch

Treatment of island, if any none

Materials to be furnished or items of work to be done by applicant All.

(List specifically, or if none, state "none")

Materials to be furnished or items of work to be done by State None

(List specifically, or if none, state "none")

Est. cost of State work $____________ How paid ☐ Applicant check, M. O., or cash ☐ State right of way or construction obligation

4. Highway: Surface type A.C., width 24' Shoulder type A.C., width 10'

Curbs? No (If so, show type) R/W width, approach side 60' - 150' Alignment at approach road Tangent (Tangent or approx. degree curve)

Sight distance (from point 6' back of shoulder or curb) 300' + ahead 300' + back

5. Facility served by approach Service Station & Restaurant

6. Adequate space to park vehicles off the R/W? yes

7. Right of access purchased or otherwise obtained by State? Yes

Recommended for approval: ____________ District Engineer ____________ Regional Engineer

Applicant declares he is the owner or lessee of the real property abutting the above described highway and has the lawful authority to apply for this permit. This permit is issued by the Engineer subject to the terms and provisions contained herein and attached hereto; this permit is accepted and approved by the applicant subject to said terms and provisions.

Applicant ____________

By ____________

OREGON STATE HIGHWAY ENGINEER

By: ____________

Effective Date ____________

.61-22

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20591

AUG 24 1972

IN REPLY REFER TO:
HNG-11

Honorable Mark O. Hatfield
United States Senate
Washington, D. C. 20510

Dear Senator Hatfield:

This is in reply to your August 4 communication to the Department of Transportation, Congressional Liaison, with which you enclosed a July 31 letter from Mr. D. M. Webb who asked for reconsideration by the Federal Highway Administration of a request to permit improved access to Mr. Webb's property at the Rice Hill interchange on Interstate Route 5. Such action would involve reducing the degree of access control acquired during project development.

Our June 30 letter to you discussed our previous agreement to allow a 25-foot reduction in access control at Mr. Webb's property, and emphasized that this modification was considered to be the maximum allowable without jeopardizing safe and efficient traffic operation. We do not question the future desirability of a new connection on the west side of the freeway but feel that its location, at the confluence of two interchange ramps, would be extremely hazardous. Any benefits in local traffic service which might develop from a connection at this point would be negated by the accident potential inherent in such a design.

We appreciate the opportunity of further advising you on this matter and can only suggest that Mr. Webb take suitable steps to adapt his property development to the access now permitted.

Sincerely yours,

M. F. Maloney
Associate Administrator for
Engineering and Traffic Operations

cy [illegible]
Hamilton
9-11-72

Enclosure:
Transmitted Correspondence

RECEIVED

6122

P.O. Box 302
YONCALLA, OREGON 97499
PHONE 849-2472
AREA CODE 503

WEBB REALTY
D.M. WEBB, BROKER
AT RICE HILL — ON THE FREEWAY

OFFICE ON I-5 FREEWAY
(INTERSTATE 5)
24 MILES NORTH OF
ROSEBURG, OREGON

July 31, 1972

Honorable Senator Mark O. Hatfield
U. S. Senate
Washington, D. C. 20510

Attention: Mr. Wes Michaelson

My dear Senator Hatfield:

Thank you for your letter of July 24 and the enclosure from the U. S. Department of Transportation re my request for a better access here at the Rice Hill Interchange.

In reference to paragraph three of the letter from the Department of Transportation, I would like to state that my original aim from time of my first effort to obtain a better access to the above subject property was, and is, to dedicate a sixty foot roadway to either the state, county, or, Department of Transportation completely free and without cost to either governmental agency to the next overpass north which is approximately a distance of 4000 feet.

My opinion is that if the Department of Transportation or the State Highway Department would review this matter thoroughly they would realize that this connecting roadway from the Rice Hill Interchange west of the freeway north to the next overpass will someday be not only desirable but essential to provide a frontage road on the westside of the freeway between these two points and eventually to the South Yoncalla Interchange. I own the land between the two points first mentioned above and am presently ready, willing, and able, to dedicate the sixty foot roadway mentioned above as I firmly believe that this is an important step toward the orderly development of this area. This will not only benefit me personally but the general public as well.

To develop my property to its highest and best use it is essential that my access be granted at the point indicated in my previous letter to you. In the event the Department agrees to grant this access I would like to point out that the distance from the edge of the pavement to my property line is approximately 138 feet. This is due to the extremely wide right of way owned by the Highway Department at

Michl 8-4-72

this point. (See enclosed map.) Therefore, I do not feel that access control to my property should extend beyond my property line as there is not the same cross traffic problem here as exists at the Cottage Grove Interchange.

The Cottage Grove Interchange mentioned in the Department's letter is only one of several comparable situations up and down Interstate 5 and should not necessarily be singled out as the only example.

I do not feel that my request is unreasonable or unwarranted especially in view of the fact that it has been acceptable to the last three State Highway Engineers, including the present one. I trust you are able to prevail upon the Department of Transportation to grant me this access.

Respectfully,

DM Webb

D. M. Webb

RECEIVED

FOR F

6122

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

JUN 30 1972

IN REPLY REFER TO:
EN-11

Honorable Mark O. Hatfield
United States Senate
Washington, D.C. 20510

Dear Senator Hatfield:

This is in further reply to your May 26 communication to the Congressional Liaison on behalf of Mr. D. M. Webb of Roseburg, Oregon, who asks that consideration be given to reducing the degree of access control at the Rice Hill interchange to permit improved access to his property. Your communication was acknowledged on June 8.

In April 1970 approval was given to a 25-foot shift in access control at Mr. Webb's property, and suitable reimbursement for Federal interests in acquired control was credited to the project account. This modification was found acceptable at the time but was considered to be the maximum allowable without jeopardizing safe and efficient operation at the interchange ramp terminals and the frontage road intersection. Further displacement of access control at Rice Hill interchange, therefore, would not appear to be in the public interest.

Mr. Webb referred to modification of access control at the Cottage Grove interchange and that the access granted was for the benefit of private investors. We are informed that the access was approved for a county road and not a private development as indicated by your constituent. It should be emphasized that a condition to that approval was that full access control was to be established along the new county road for a distance of 150 feet. Further, the new county road provides a necessary north-south connector from the Cottage Grove interchange crossroad to Main Avenue, Taylor Avenue, and south Sixth Street.

We appreciate the opportunity of reporting to you on this matter. If we can provide further information, please let us know.

Sincerely yours,

M. F. Maloney

M. F. Maloney
Associate Administrator for
Engineering and Traffic Operations

NOTED
F. B. KLABOE

7-12-72
Shaw

Copies to [illegible]
[illegible]
7-14-72

JUL 1 [illegible]

FHA

P.O. Box 252
CALLA, OREGON 97499
PHONE 849-2472
AREA CODE 503

WEBB REALTY
D.M. WEBB, BROKER
AT RICE HILL — ON THE FREEWAY

OFFICE ON 99 FREEWAY
(INTERSTATE 5)
24 MILES NORTH OF
ROSEBURG, OREGON

May 15, 1972

The Honorable Mark O. Hatfield
Room 463
Old Senate Office Building
Washington, D. C. 20510

Dear Senator Hatfield:

I am writing you in regard to a problem I am having with the Federal Highway Administration. Honorable Al Flegel, Douglas County Commissioner, has suggested I write you after his efforts in my behalf has proved to be of no avail.

I would hope that you may be able to prevail upon the proper authorities in Washington to make it possible for me to develop my property which is contiguous to the Rice Hill Interchange here in Douglas County, and situated in the northwest quadrant of the interchange.

During the several years that I have endeavored to obtain this access it has been verbally approved by the last two, and the present, State Highway Engineers during their tenure in office, Mr. Forrest Cooper, Mr. Rod Porter, and Mr. Tom Edwards.

However, inspite of their approval the Bureau of Public Roads (which I understand is now known as the Federal Highway Administration) has refused to approve this access.

For your information I am enclosing a map of my property and the access desired is marked in red. In order for me to develop my property in a proper and orderly manner it is imperative that I be granted THIS access. (Also see enclosed aerial photo.)

I also enclose a map showing (in red) the access granted to two California investors at the Cottage Grove Interchange across the freeway from the Village Green. This access was granted within the last year and is substantially identical to the access I am requesting. There are also a number of similar accesses at a number of interchanges on Interstate 5 in Oregon. Such as: the Garden Valley Interchange in Roseburg, the Sutherlin Interchange, the Creswell Interchange, and the Market Street Interchange in Salem.

I have, with the assistance of Mr. Flegel and others, been working on this for approximately five years. If you can be of assistance to me in this matter I shall be deeply grateful to you.

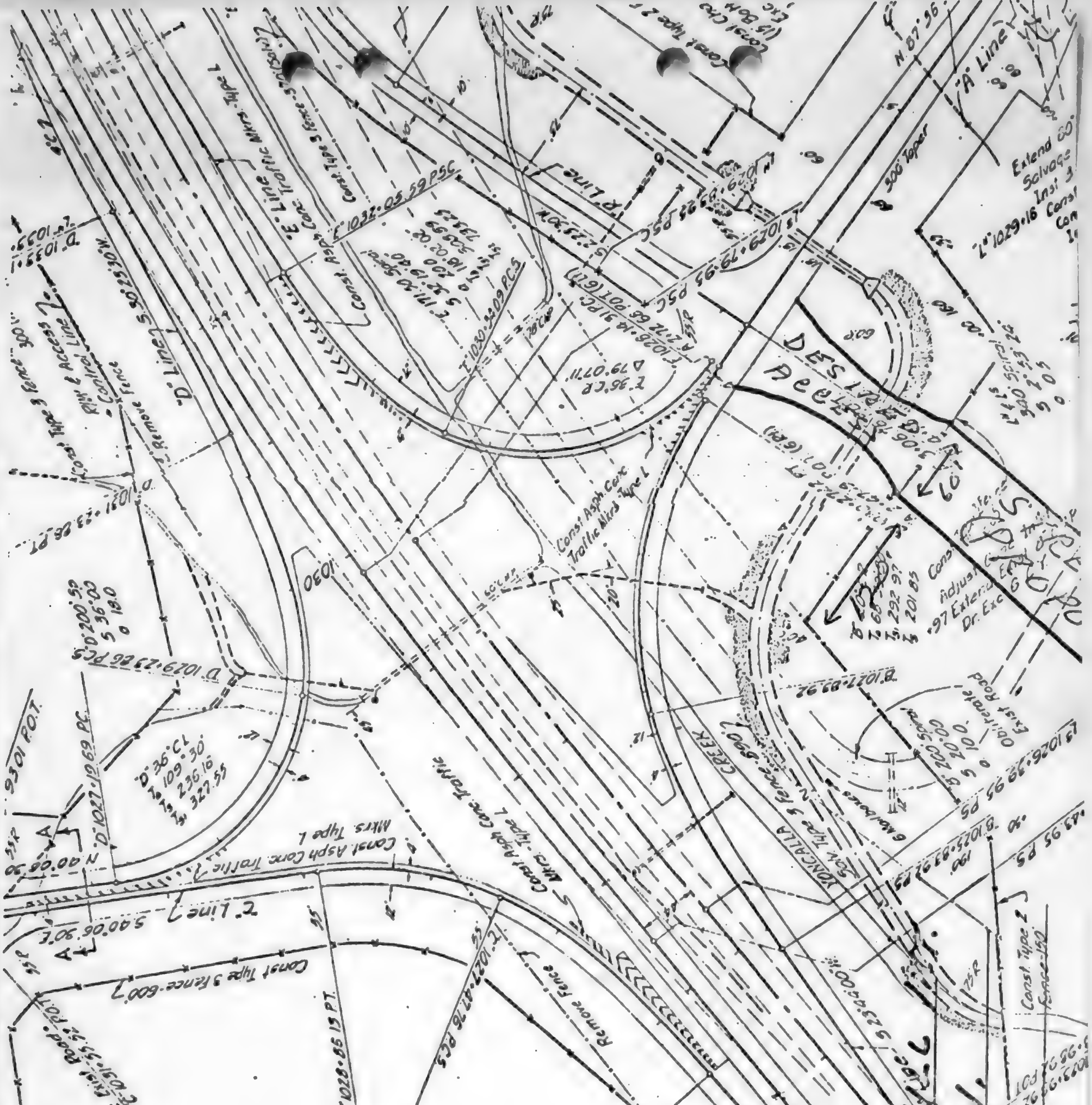
Respectfully yours,

D M Webb

D. M. Webb

MOH:l
5/26/72

cc: John W. Oberdorf



"A" Line
Extend 60'
Salvage
Insl 3
Const
300' Taper
N.87°36'
"L" 1029+16 Const
DESIGNATED ACCESS
Const. Asph. Conc. Traffic Mkrs. Type 1
"E" Line
Const. Type 3 Fence
"P" Line
"D" Line
Const. Type 3 Fence 300'
R/W & Access Control Line
Remove Fence
D 1029+23.86 P.C.
D 1027+19.69 P.C.
"D" 36° C.L.
D 109°30'
1030
1025
YONCALLA CREEK
Exist. Road
Const Type 3 Fence 600'
"C" Line
Const. Asph. Conc. Traffic Mkrs. Type 1
Remove Fence
Const. Type 2 Fence 150
200' Spiral
S 24°
o 120
Ex. Road

RECEIVED
MAR 16 1972

FOR FILING

6123

March 15, 1972

Hon. Al Flegel, Commissioner
Douglas County Board of Commissioners
Courthouse
Roseburg, OR 97470

Dear Al:

I have again tried to secure access to the North Rice Hill Interchange at a point desired by the property owner. My efforts were flatly rejected by the Federal Highway Administration.

I would suggest, therefore, that the file be closed.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

TE:ms
bc F. B. Klaboe

RECEIVED
[illegible]
FOR FILING

[illegible]
6122

February 24, 1972

Hon. Al Flegel, Commissioner
Douglas County Board of Commissioners
County Courthouse
Roseburg, OR 97470

Dear Al:

Attached is a complete resume' of the access problem involving Mr. Webb at Rice Hill. I find this battle has progressed over a period of seven years. The file is so conclusive that it would seem a waste of my time to try to process it further. If, after examination, you feel I should, please call me.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

TE:ms
Att.
cc George M. Baldwin
F. B. Klaboe

(Design has a complete set of cys. of letters sent to Mr. Flegel as listed on the attached synopsis)

Synopsis of Correspondence
Webb Property Access
North Rice Hill Interchange
Pacific Highway
Douglas County

1. January 17, 1965 - Webb to Region 3

   Requests access moved opposite frontage road.

2. February 8, 1965 - Region 3 to Webb

   Turned down but can give outside access control line.

3. March 16, 1965 - Olson to Parsons

   Requests access moved opposite frontage road (Map attached).

4. March 22, 1965 - Parsons to Cooper

   Will not approve revision (Map attached).

5. March 22, 1965 - Webb to Highway (Salem)

   Requests access be permitted.

6. March 31, 1965 - Shaw to Webb

   Bureau of Public Roads rejected request on March 22.

7. November 3, 1966 - Edwards to Metzger

   Explains rejection of access revision which was verbally requested.

8. March 22, 1967 - Cooper to Buell

   Explains history of rejected access revision which was verbally requested.

9. October 17, 1969 - Cooper to Simpson

   Requests reconsideration of access revision (Map attached).

10. November 5, 1969 - Simpson to Cooper

    Request denied.

11. November 24, 1969 - Cooper Memo to File

    Talked with Yturri by telephone about moving access from present location east to our access control line.

12. December 8, 1969 - Cooper to Yturri

Submits map showing possible access revision (Map attached).

13. January 20, 1970 - Yturri to Cooper

Requests access shift 25 feet further east.

14. January 23, 1970 - Cooper to Simpson

Requests access shift 25 feet further east.

15. January 26, 1970 - Simpson to Cooper

Requests additional data.

16. March 4, 1970 - Klaboe to Simpson

Submits data requested (Map attached).

17. March 11, 1970 - Porter to Simpson

Submits additional data requested by BPR R/W Section.

18. March 16, 1970 - Simpson to Cooper

Requests additional R/W data.

19. April 10, 1970 - Simpson to Cooper

Forwards request for access change to Washington D.C.

20. April 16, 1970 - Simpson to Cooper

25' shift of access control is approved.

21. April 17, 1970 - Cooper to Yturri

25' shift approved if Webb pays $1,700.

22. April 21, 1970 - Yturri to Cooper

Will meet in Salem to view revision.

23. May 13, 1970 - Cooper Memo to File

Webb and Yturri approve plan but must be staked in field.

24. May 28, 1970 - Webb to Yturri

Staked access is not acceptable. Should be opposite frontage road (Map attached).

25. June 3, 1970 - Yturri to Cooper

Staked access not acceptable.

26. July 14, 1970 - Porter to Yturri

Stakes may be incorrect. Connot move further east.

27. August 19, 1971 - Porter to Yturri

Will not move further east than 25' shift previously approved.

28. September 18, 1971 - Yturri to Porter

Lists other interchanges where requested revision exists. Want submitted to Bureau of Public Roads again.

29. October 1, 1971 - Porter to Simpson

Requests reconsideration.

30. October 12, 1971 - Simpson to Porter

Request denied.

31. October 20, 1971 - Porter to Yturri

Quotes Simpson's refusal. Will discuss at any time.

RECEIVED
OCT 20 1971
FOR FILING

I [illegible] 9) 1-17
6/22

October 20, 1971

Mr. Anthony Yturri
Attorney at Law
89 S. W. Third Avenue
Ontario, Oregon 97914

Dear Tony:

In response to your September 28 request, we asked the Federal Highway Administration to reconsider Mr. Webb's application for an access change near Rice Hill. They stated in part:

> "It is recognized that there are existing accesses that may violate desirable access control limits. However, many of these were existing at the time the Interstate System was developed and that it was not considered prudent at that time to purchase the existing accesses which were in close conformance with existing policy.
>
> "In the case of the Rice Hill Interchange, access rights were obtained at the time the interchange was upgraded. Further compromising of the Rice Hill Interchange access control is not considered to be in the public interest."

I am at a loss to know what else to do, but we will be glad to discuss it with you at any time.

Sincerely,

R. L. Porter
State Highway Engineer

RLP:fn

cc Tom Edwards
F. B. Klaboe
R. B. Sipprell
F. L. Hall
C. T. Keasey
D. H. Moehring

October 1, 1971

Mr. R. K. Simpson
Division Engineer
Federal Highway Administration
Box 300
Salem, Oregon 97308

Dear Mr. Simpson:

Re: Project I-5-3(-)149
Rice Hill Interchange
Douglas County
Your File: 08-35.1

Further reference is made to the application by D. H. [illegible] for change in access on the westerly side of I-5 at the Rice Hill interchange.

Attached is a copy of a letter from Mr. [illegible]'s attorney, Anthony Iturri, requesting that the Federal Highway Administration reconsider its previous negative decision. You will note that Mr. Iturri as justification cites four situations on I-5. While there may be some similarity, I would not, and I am sure you would not, want to repeat what we have at Market Street in Salem at any other location.

At any rate, I would appreciate your giving the matter reconsideration.

Very truly yours,

R. L. Porter
State Highway Engineer

RLP:fa

Attach.

cc Tom Edwards
F. B. Klaboe
R. S. Sipprell
F. L. Hall
C. T. Keasey
D. M. Moehring

YTURRI, O'KIEF, ROSE & BURNHAM
ATTORNEYS AT LAW
YTURRI BUILDING
89 S.W. THIRD AVENUE
ONTARIO, OREGON 97914

ANTHONY YTURRI
JOHN C. O'KIEF
GENE C. ROSE
CARL BURNHAM, JR.

AREA CODE 503
889-5368

September 28, 1971

Mr. R. L. Porter
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Rod:

I know that I am being somewhat of a nuisance, but I find it necessary to write you again with reference to the access which we are asking at Rice Hill.

In talking to Mr. Webb and others, we have discovered what we believe to be the same type of an interchange consented to by your Highway Department and the Bureau of Public Roads. These are at:

(1) Eastside of North Roseburg Interchange
(2) Eastside of Sutherlin Interchange
Westside of Sutherlin Interchange
(3) Westside of Creswell Interchange
(4) Westside of Market Street Interchange in Salem.

There may be others in similar situations between Eugene and Albany. In any event I cannot see how the Bureau can logically object since, as Forest Cooper once agreed, there can be no harm to the traveling public, nor to the State or Federal government.

This is becoming somewhat pressing because Texaco Oil Company is extremely anxious to erect a service station site on the West side of Interstate 5 at Rice Hill Interchange.

Mr. Webb has actually given them an option to purchase the property, all contingent upon Mr. Webb's ability to acquire the access that he has been requesting at Rice Hill Interchange. If the interchange is obtained there will also be a restaurant with seating capacity of at least 50 persons constructed within 120 days from the commencement of construction of the service station.

I will appreciate your resubmitting this matter to the Bureau of Public Roads, based upon the within information, in the hope that they will reconsider.

Sincerely yours,

Tony

Anthony Yturri

AY:bh

RECEIVED
OCT 1 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 22 1971
FOR FILING

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

I-5-3(29)147
6122

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

DATE: October 12, 1971

In reply refer to: 08-35-DB

Copy to Klaboe
for info
10-21

SUBJECT: Oregon Project I-5-3(-)149
Rice Hill Interchange
Access Control

I have carefully reviewed our files concerning your submission of the application by Mr. D. W. Webb to change the access control on the westerly side of the Rice Hill Interchange.

By memorandum of April 16, 1970, approval was given to a 25-foot shift in access control for a consideration of $1700. This was considered to be the maximum allowable shift without jeopardizing the safety and function of the ramp terminals and frontage road intersection.

It is recognized that there are existing accesses that may violate desirable access control limits. However, many of these were existing at the time the Interstate system was developed and that it was not considered prudent at that time to purchase the existing accesses which were in close conformance with existing policy.

In the case of the Rice Hill Interchange, access rights were obtained at the time the Interchange was upgraded. Further compromising of the Rice Hill Interchange access control is not considered to be in the public interest.

RECEIVED
OCT 18 1971
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 20 1971
FOR FILING

[illegible]
[illegible]

August 19, 1971

Mr. Anthony Yturri
Attorney at Law
89 S. W. Third Avenue
Ontario, Oregon 97914

Dear Tony:

Since your telephone call, I have reviewed Mr. Webb's application for a change in access location at the North Rice Hill Interchange in Douglas County. This problem goes back quite a few years and is probably complicated through misunderstanding.

Based on a previous request, we asked the Federal Bureau of Public Roads to permit a shift as far easterly as possible. The area shown in red on the enclosed map is the limit in which they will concur. From our discussion, I understand that this is not satisfactory to Mr. Webb but under the circumstances, it is about all we can do.

I discussed this with the Federal Highway people on this date.

Sincerely,

R. L. Porter
State Highway Engineer

RLP:fn

Enc.

cc Tom Edwards
F. B. Klaboe
Victor D. Wolfe
R. B. Sipprell
D. H. Moehring
F. L. Hall
C. T. Keasey

RECEIVED
JUL 14 1970
FOR FILING

I-5 3(6)144
6123

July 14, 1970

Mr. Anthony Yturri
Attorney at Law
89 S. W. Third Avenue
Ontario, Oregon 97914

Dear Tony:

Reference is made to the application by Mr. D. M. Webb for a change in the access point adjacent to the Rice Hill Interchange on I-5 in Douglas County.

I am unable to find where we have responded to your June 3 letter, although I believe "Coop" said that he would again examine the problem.

As I understand it, the Bureau of Public Roads agreed to moving the access easterly against the culvert and drainage system but would not approve moving it any further. The stakes on the ground were to have represented this possibility. I have not had a chance to examine the stakes and if they do not represent this situation, I will be glad to have them adjusted so that they do. It does not seem probable that we could get the Bureau to go for a further easterly adjustment.

If there is anything that I can do or if I do not understand this matter as I should, please let me know.

Sincerely,

R. L. Porter
State Highway Engineer

RLP:fn

cc Tom Edwards
F. B. Klaboe
A. E. Johnson
Victor D. Wolfe
R. B. Sipprell
D. J. Barbee
C. T. Keasey

Porter - Let's answer [illegible]

YTURRI, O'KIEF, ROSE & BURNHAM
ATTORNEYS AT LAW
YTURRI BUILDING
89 S.W. THIRD AVENUE
ONTARIO, OREGON 97914

ANTHONY YTURRI
JOHN C. O'KIEF
GENE C. ROSE
CARL BURNHAM, JR.

AREA CODE 503
889-5368

June 3, 1970

BO
7-1

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon 97310

Re: Rice Hill INterchange - D.M. Webb

Dear Forrest:

You will probably wonder two things - 1. Why we have not sent in the $1,700.00, or whatever the amount is, in connection with the Rice Hill Interchange access road for D. M. Webb, and, 2. Why I continue to pester you about this thing.

As you recall, during the discussion between yourself, Mr. Webb and me, we wanted to make it clear that the access would take off at the point of the culvert. It was your understanding that it would and of course that was very satisfactory. The stakes which have been placed, however, do not come off at the point of the culvert but rather a considerable distance from there --a considerable distance west of where they should be. I am enclosing a letter and map from D. M. Webb which I think is self-explanatory. I wonder if this can be reconciled?

Sincerely,

Tony

Anthony Yturri

AY:blw
Encl

cc: D. M. Webb

RECEIVED
JUN 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]

P.O. Box 352
YONCALLA, OREGON 97499

PHONE 849-2472
AREA CODE 503

WEBB REALTY
D. M. WEBB, BROKER

AT RICE HILL — ON THE FREEWAY

OFFICE ON 99 FREEWAY
(INTERSTATE 5)

24 MILES NORTH OF
ROSEBURG, OREGON

May 28, 1970

Mr. Anthony Yturri, Attorney
89 S. W. 3rd Avenue
Ontario, Oregon 97914

Dear Mr. Yturri:

Thank you for your letter of May 27th. I have checked the stakes as mentioned in your letter and find that they are not at all where we thought they would be (see enclosed map). They are located approximately as indicated on the map with the two red arrows pointing toward them. As you can see they are some distance west of where they should be.

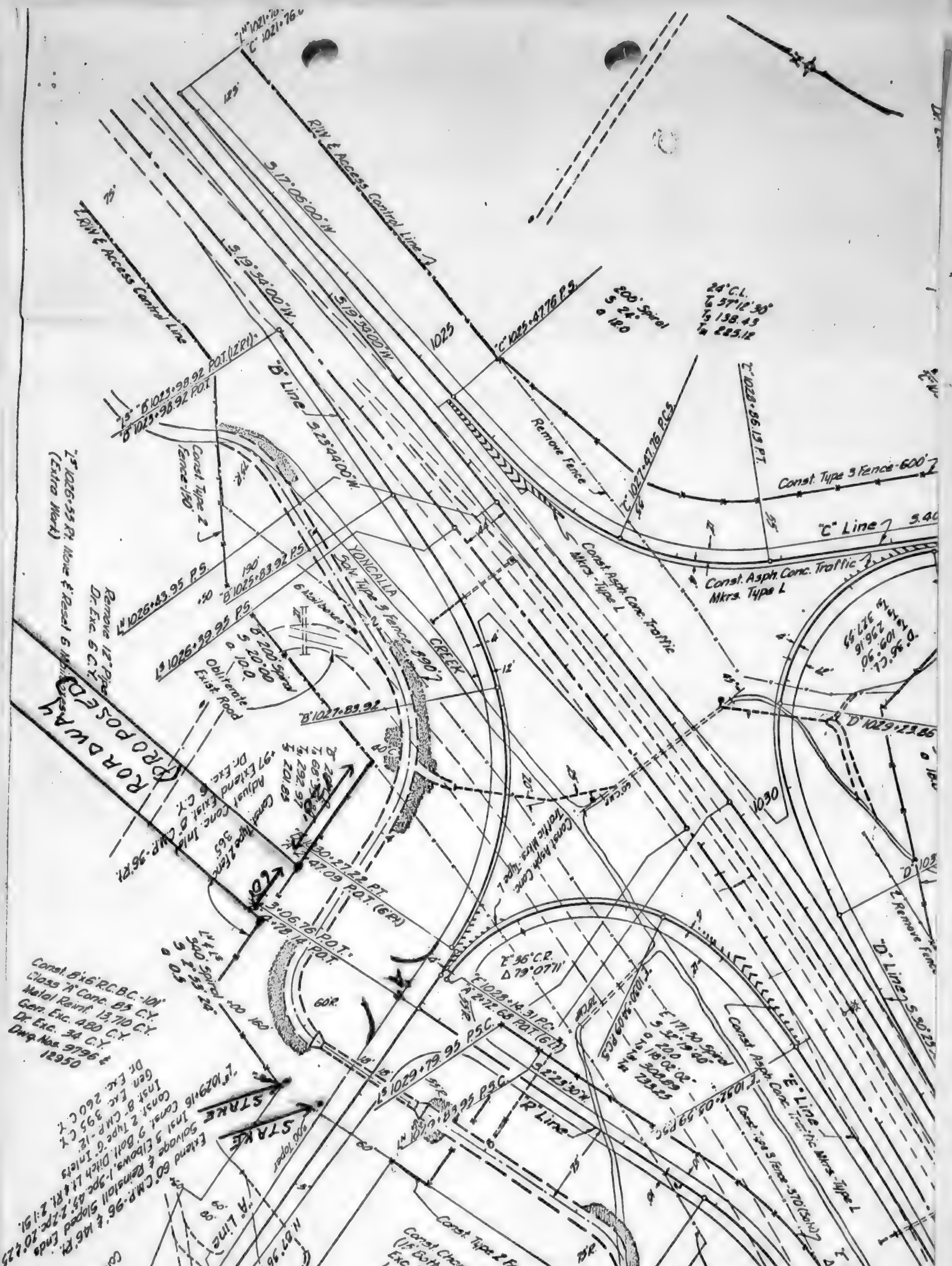
In our meeting with Mr. Cooper he assured us that my new access would take off just across from the access that goes south (see exhibit "A" shown on the enclosed map).

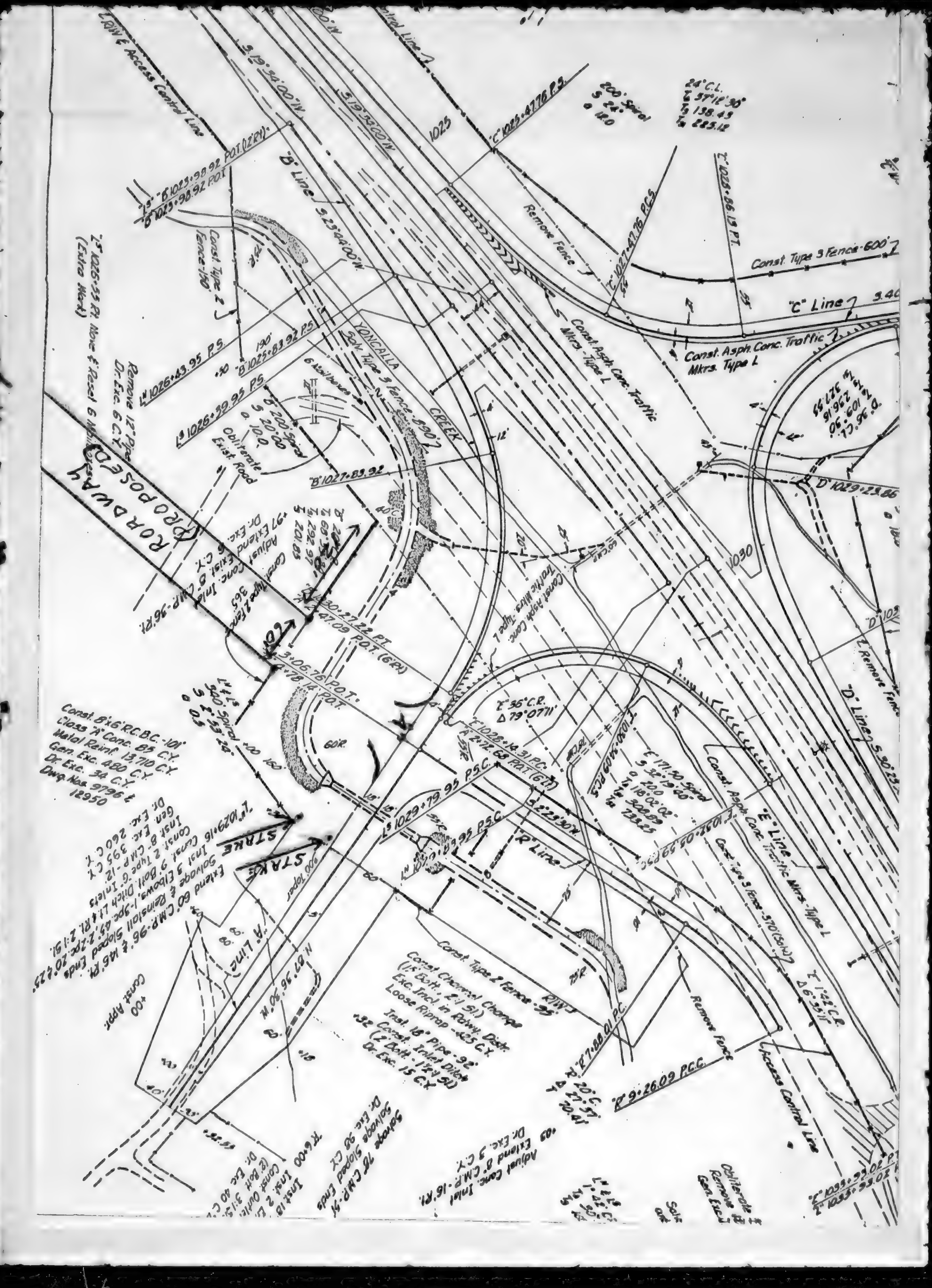
I advised you in a previous conversation that my property was "marginal commercial" and after further long and careful study I have concluded that the approach at "A" as shown on the enclosed map is the only one that will benefit me in any significant way. I am sure from what we have been told that approach "A" referred to above is the one the Highway Department intends to give me. At any rate this issue must be reconciled before I can give them the money they say they need for the access.

Very truly yours,

D M Webb

D. M. Webb


"H" 1021+76.
"C" 1021+76.
125'
R/W & Access Control Line
S.17°05'00"W.
75'
R/W & Access Control Line
S.19°34'00"W.
S.19°34'00"W.
1025
"C" 1025+47.76 P.S.
200' Spiral
S 24°
a 12.0
24° C.L.
Δ 57°12'30"
Ts 138.43
Ta 285.12
"C" 1027+47.76 P.C.S.
"C" 1028+86.12 P.T.
Remove Fence
Const. Type 3 Fence-600'
"C" Line
S.40
Const. Asph. Conc. Traffic Mkrs.-Type L
Const. Asph. Conc. Traffic Mkrs. Type L
"15" "B" 1023+98.92 P.O.T. (12'Rt).
"B" 1023+98.92 P.O.T.
"B" Line
S.23°44'00"W.
Const. Type 2 Fence-180'
L" 1026+33 Rt. Move & Reset 6 Mailboxes (Extra Work)
Remove 12" Pipe
Dr. Exc. 6 C.Y.
L" 1026+43.95 P.S.
190'
"B" 1025+83.92 P.S.
L 1026+39.95 P.S.
"B" 200' Spiral
S 20°00'
a 10.0
Obliterate Exist. Road
6 Mailboxes
YONCALLA CREEK
Salv. Type 3 Fence-890'
"B" 1027+83.92
12'
40'C.
PROPOSED ROADWAY
+97 Extend Exist. D CMP-36"Rt.
Adjust Conc. Inlet
Dr. Exc. 6 C.Y.
Const. Type 2 Fence 365'
"D" 1030+27.22 P.T.
47.09 P.O.T. (6'Rt.)
3+06.76 P.O.T.
+78.14 P.O.T.
200' Spiral
S 1°53'24"
a 0.5
+00 160'
60'R.
Const. 8'x6' R.C.B.C.-101'
Class "A" Conc. 85 C.Y.
Metal Reinf. 13,710 C.Y.
Gen. Exc. 480 C.Y.
Dr. Exc. 34 C.Y.
Dwg. Nos. 9796 & 12950
L" 1029+16 Const. 9 Boll. Ditch Inlets
Inst. 8" CMP-12'
Const. 2 Type G-1 Inlets
Inst. 5 Elbows, 1-3pc. 45°, Lt. & Rt. 2:1 Sl.
Gen. Exc. 395 C.Y.
Dr. Exc. 260 C.Y.
Salvage & Reinstall Sloped Ends
Extend 60" CMP-96' & 146' Rt.
STAKE
STAKE
200' Taper
60'
80'
"A" Line
N.87°96'30"W.
+00 Const. App.
1030
"D" 1029+23.86
"D" Line
S.30°25'
Remove Fence
"E" 36° C.R.
Δ 79°07'11"
"E" 1028+14.31 P.C.
"A" 2+72.68 P.O.T. (6'Rt.)
L' 1029+79.95 P.S.C.
L" 1030+83.95 P.S.C.
S.22°30'W.
"R" Line
"E" 171.30 Spiral
S 32°19'00"
a 20.0
118°02'02"
300.89
733.25
"E" 1030+60 P.C.S.
"E" 1031+99.65 P.S.C.
"E" Line
Const. Asph. Conc. Traffic Mkrs. Type L
Const. Type 3 Fence-370' (Salv.)
"E" 1°22' C.R.
Δ 6°35'11"
Const. Type 2 Fence-35' R/W
Const. Channel Change (15' Bott., 2:1 Sl.)
Exc. Incl. in Rdwy.
Loose Riprap
Inst. 18
75'R.
P.C.
Remove
Const. Asph. Conc. Traffic Mkrs. Type L
D.C. 36°
109.90
296.16
327.55
15'
60


L R/W & Access Control Line
S 19°30'00"W
S 19°53'00"W
Control Line
1025
'C' 1025+47.76 P.S.
200' Spiral
S 24°
o 12.0
24° C.L.
Δ 37°18'30"
T 138.43
L 283.12
'C' 1027+47.76 P.C.S.
'C' 1028+86.19 P.T.
Remove Fence
Const. Type 3 Fence · 600'
'C' Line
Const. Asph. Conc. Traffic Mkrs. Type L
'B' 1025+98.92 P.O.T. (12' Rt.)
'B' 1025+98.92 P.O.T.
'B' Line
S 23°04'00"W
Const. Type 2 Fence · 180'
L⁵ 1025+53 Rt. Remove & Reset (Extra Work)
190'
'B' 1025+83.92 P.S.
L⁵ 1026+43.95 P.S.
Remove 12" Pipe
Dr. Exc. 6 C.Y.
6 Mailboxes
YONCALLA CREEK
Salv. Type 3 Fence · 890'
L⁵ 1026+59.95 P.S.
'B' 200' Spiral
S 20°00'
o 10.0
Obliterate Exist. Road
'B' 1027+83.92
PROPOSED ROADWAY
12'
'D' 1029+23.86
1030
Const. Asph. Conc. Traffic Mkrs. Type L
+97 Extend Exist. 6' C.M.P.-36' Rt.
Adjust Conc. Inlet
Dr. Exc. 6 C.Y.
Const. Type 2 Fence 365'
30+27.22 P.T.
47.09 P.O.T. (6' Rt.)
3+06.76 P.O.T.
78.14 P.O.T.
L⁵ & 'S' 340' Spiral
Const. 8'x6' R.C.B.C. · 101'
Class 'A' Conc. 85 C.Y.
Metal Reinf. 13,710
Gen. Exc. 480 C.Y.
Dr. Exc. 34 C.Y.
Dwg. Nos. 9796 & 12950
STAKE
STAKE
'E' 35° C.R.
Δ 79°07'11"
'E' 1028+14.31 P.C.
'A' 2+72.68 P.O.T. (6' Lt.)
60' R.
L⁵ 1029+79.95 P.S.C.
'R' Line
'E' 171.90 Spiral
'E' Line
Const. Type 3 Fence · 370' (Salv.)
'D' Line
Remove Fence
'E' 1°42' C.R.
Δ 6°35'11"
Const. Type 2 Fence · 95' R/W
Const. Channel Change
(15' Bott., 2:1 Sl.)
Exc. Incl. in Rdwy. Dist.
Loose Riprap · 425 C.Y.
Inst. 18" Pipe · 32'
+32 Const. Inlet Ditch
(2' Bott. 1½:1 Sl.)
Dr. Exc. 15 C.Y.
Remove Fence
Access Control Line
'R' 7+88.01 P.C.
'R' 20° C.
Δ 27°51'
T 70.41
'R' 9+26.09 P.C.C.
'A' Line
L⁵ 1029+16 Extend 60" C.M.P.-96' & 145' Rt.
Salvage & Reinstall Sloped Ends
Inst. 3 Elbows
Const. 9 Bott. Ditch
Const. 2 Type 'G' Inlets
Gen. Exc. 395 C.Y.
Dr. Exc. 260 C.Y.
+00 Const. Appr.
+03 Extend 8' C.M.P.-16' Rt.
Adjust Conc. Inlet
Dr. Exc. 3 C.Y.
Salvage 18" C.M.P.-54'
Salvage Sloped Ends
Dr. Exc. 98 C.Y.
'R' 6+00
Obliterate & Remove
Gen. Exc.
'E' 1033+93.02 P.T.
L⁵ 1033+93.02

RECEIVED
JUN 5 - 1970
FOR FILING

-file copy

June 4, 1970

The Honorable Anthony Yturri
State Senator
Yturri Building
Ontario, Oregon 97914

Dear Tony:

I am sure that you will be interested in the enclosed copy of the report on the Jordan Valley Pelota Court. The report was made by our Historian, Elisabeth Walton, who always does a thorough and careful job in making these studies.

[illegible]

Just where we go from here is, of course, the question at the moment. Actually, no funds are available through the National Trust for Historic Preservation but it may be that funds will be provided if the Federal Government can be made to see the light.

I am wondering if it would be possible for some local group to make a project of the Pelota Court or at least hold it together until such time as it might be possible to restore it as a landmark.

Just received your note about the Webb matter and will try to unwind the confusion as quickly as I can. I hope that I did not "goof" this one, but it may be that I did as the whole matter of the North Rice Hill Interchange seems to have been one long comedy of errors. I will do the best I can to straighten it out.

Kindest personal regards,

Forrest Cooper
State Highway Engineer

FC:fn
Enc.
cc R. L. Porter
F. B. Klaboe
Lloyd P. Shaw
Victor D. Wolfe
Elisabeth Walton
David Talbot

[illegible]
MAY 21 1970
OR FILING

I-5-[illegible]
61[illegible]

REFERRED TO
Cooper
By A[illegible] State Hwy. Engr.
Per your request

CON RSB 131 5-18-70 1600

BARBEE

ATTENTION- WILLS

RE- WEBB ACCESS AT RICE HILL.

THE CENTER LINE OF WEBB,S NEW ACCESS HAS BEEN STAKED. TWO STAKES PAINTED RED AND MARKED"CENTER LINE OF APPROACH" WERE PLACED, ONE NEAR THE SHOULDER OF THE ROAD AND ONE APPROXIMATELY 60 FEET FROM CENTER OF FRONTAGE ROAD.

QUINER II

EB 17/88.

copy to Sen. Yturri
"for your info" note
5-20-70

RECEIVED
MAY 19 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
MAY 15 1970
[illegible]

I-5-3(5)118
6122

Salem, Oregon 97310
May 15, 1970

Mr. D. J. Barbee
Design Engineer
BUILDING

Please refer to the enclosed Memo concerning the Webb access at the Rice Hill Interchange on I-5.

You should get the proper field people to immediately stake the new location and, after this has been staked, advise me so that I can get the principals into the act. The amount of staking to be done should be only the very minimum amount necessary to show approximately where the new point of access will be. I do not want to run in a lot of lines, et cetera, and spend a great deal of money on this matter.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enc.

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ralph Sipprell
D. H. Moehring
C. T. Keasey

RECEIVED
MAY 14 1970

I-5 3(39)148
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 13, 1970

SUBJECT: Rice Hill Interchange
I-5
Douglas County

To: MEMO TO FILE

This memo refers to the Rice Hill Interchange matter (D. M. Webb) which is being handled by Tony Yturri.

We have gone through the processes of establishing a value and have, I believe, the Bureau's permission to move the access point easterly if a payment of $1700 is received from Mr. Webb.

Mr. Webb and Mr. Yturri were in my office this date and stated that the presentation was acceptable to them and asked before closing that we actually stake the location of the revised access on the ground.

Mr. Klaboe: Will you please see that this is done.

Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
R. B. Sipprell
D. H. Moehring
D. J. Barbee
C. T. Keasey

C

RECEIVED
APR 27 1970

YTURRI, O'KIEF, ROSE & BURNHAM
ATTORNEYS AT LAW
YTURRI BUILDING
89 S.W. THIRD AVENUE
ONTARIO, OREGON 97914

ANTHONY YTURRI
JOHN C. O'KIEF
GENE C. ROSE
CARL BURNHAM, JR.

AREA CODE 503
889-5368

I-5-3(39)148
6133

Ret file

April 21, 1970

NOTED
R. L. PORTER

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon 97310

Re: Rice Hill Interchange
D.M. Webb

Dear Forrest:

Thank you so much for your letter advising me that the Bureau of Public Roads will approve the shift if D. M. Webb will pay the $1,700.00 for the shift in entry to the interchange at Rice Hill in Douglas County.

Forrest, I suspect that he will be willing to do this but before I recomend that he does so, I would like to go over personally, with you, on a map, the exact shift which has been approved.

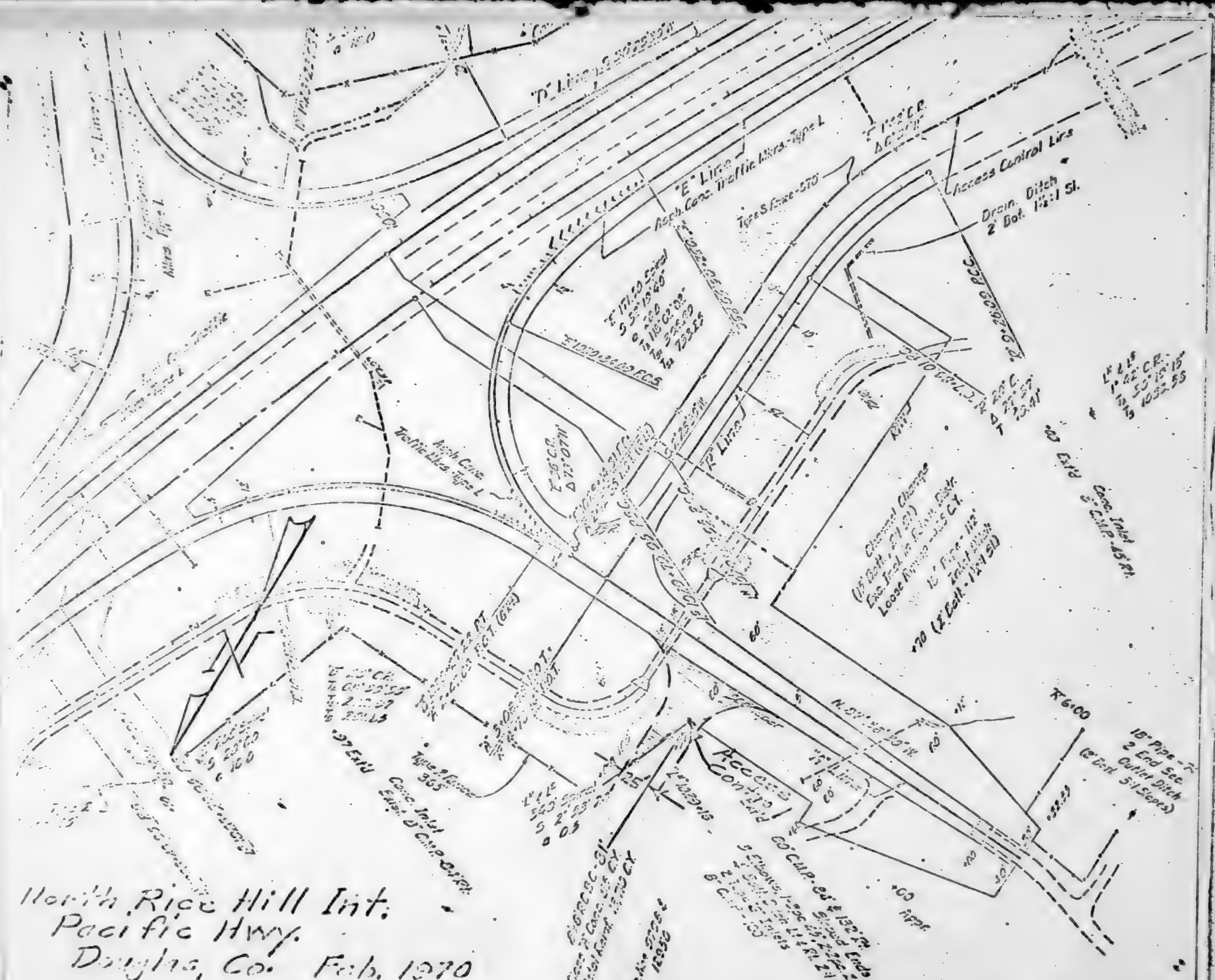
I will try to be in Salem, as soon as possible, although it is impossible for me to say at this moment the precise day or time of my arrival. I shall, however, telephone and give you as much notice as possible, so that we may personally confer with respect to this matter.

Sincerely,

Tony

AY:blw

RECEIVED
APR 2
OFFICE OF
STATE HIGHWAY ENGINEER



North Rice Hill Int.
Pacific Hwy.
Douglas, Co. Feb. 1970

RECEIVED
APR 20 1970

I-5-3(39)148
6122

April 17, 1970

The Honorable Anthony Yturri
State Senator
89 S. W. Third Avenue
Ontario, Oregon 97914

Dear Tony:

Further reference is made to your request for a change in access location on the westerly side of I-5 north of Rice Hill in Douglas County.

We now have approval from the federal Bureau of Public Roads to make this shift provided the project is credited $1,700. This sum represents the increase in property value by this change as estimated by appraisal.

If your client would be willing to pay this amount for the change, there is no problem. However, if this is not the situation, I will be glad to discuss the matter with you further.

Kindest regards,

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
F. B. Klaboe
V. D. Wolfe
Ralph Sipprell
D. J. Barbee
D. H. Moehring
C. T. Keasey

RLP:ms sr

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: April 16, 1970

In reply refer to: 08-35.1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : For R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(27)148
Yoncalla Junction - Rice Hill Section
Request for change in access

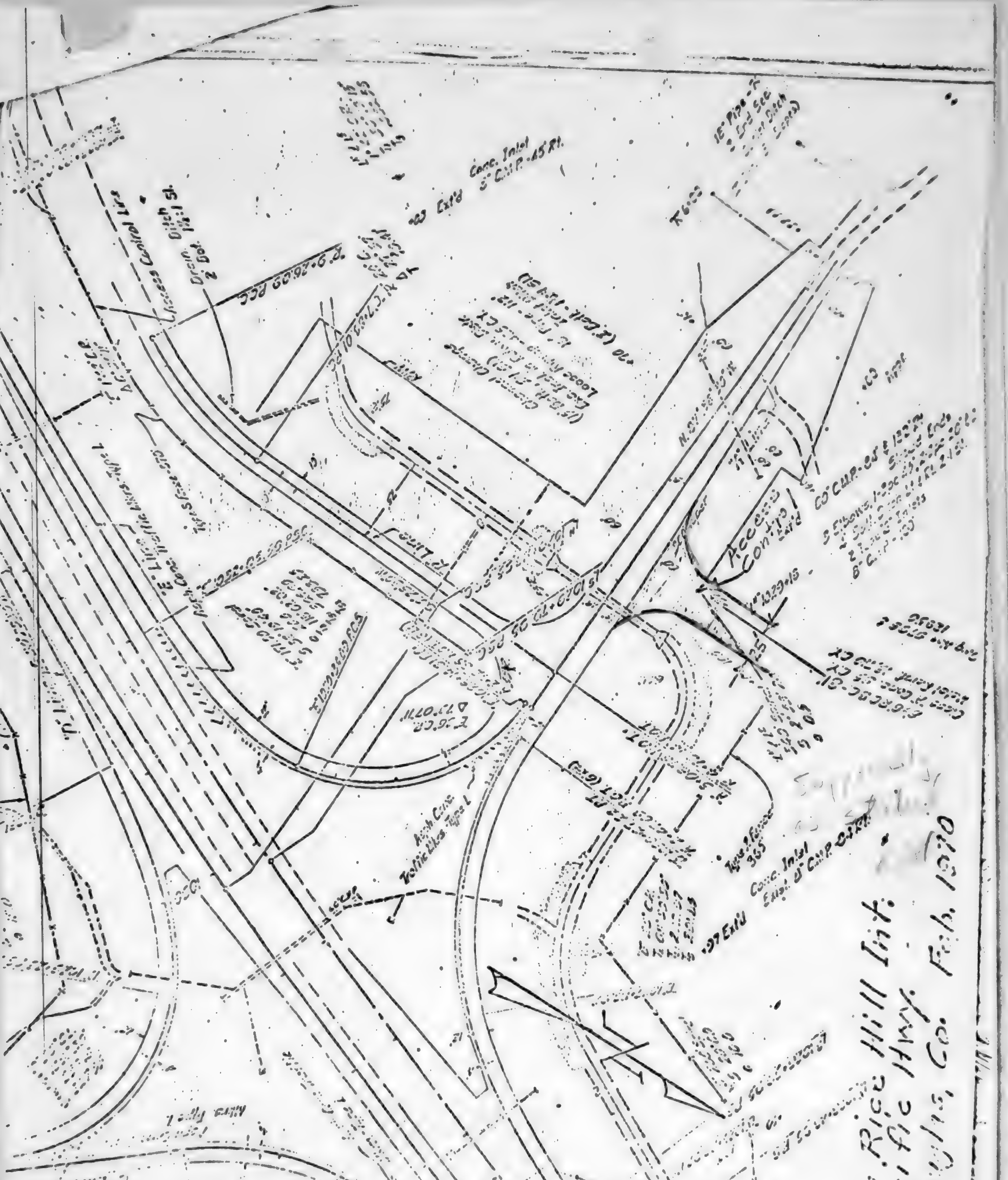
Your request for a 25-foot shift in access control, as contained in Mr. Klaboe's letter of March 4, has been approved.

The value of the access has been estimated at $1700, which cost is considered acceptable and must be credited to the project. Right of way plans should be corrected accordingly.

Simpson:nig

RECEIVED
APR 17 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN


North Rice Hill Int.
Pacific Hwy.
Douglas Co. Feb. 1970
Access Control Line
Drain. Ditch
Access Control
Conc. Inlet
Type 1 Fence
385
Asph. Conc. Traffic Lines Type 1

YTURRI, O'KIEF, ROSE & BURNHAM
ATTORNEYS AT LAW
YTURRI BUILDING
89 S.W. THIRD AVENUE
ONTARIO, OREGON 97914

ANTHONY YTURRI
JOHN C. O'KIEF
GENE C. ROSE
CARL BURNHAM, JR.

AREA CODE 503
889-5368

February 2, 1970

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

Dear Forrest:

Thank you for writing me with respect to the requirements made by the Bureau of Public Roads for approval of changed access at Rice Hill Interchange.

I realize that the change desired (25 feet) is very minor but it is so essential that I would be most grateful if you would make the effort to go through the steps outlined by the Bureau's letter. We will at least then know that we have done everything possible.

Would you please do this for me.

Sincerely,

AY:blw

Anthony Yturri

RECEIVED
[illegible]
STATE HIGHWAY ENGINEER

STATE OF OREGON
OREGON STATE SENATE
SALEM

January 20, 1970

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon 97310

Dear Forrest:

I certainly hate to bother you with respect to the D. M. Webb property but I feel that it is necessary. We have made a study and examination of the possibility of the workability of the right of access to which the Bureau of Public Roads will consent. Inquiries have been made of industry and other prospective users of the property and it simply will not work unless we are able to obtain an additional twenty-five feet to the east. This would bring it to the adge of the riprap in the bend of the drainage ditch at the end of the culvert as shown on the map which you sent me. Perhaps the enclosed map will be of some assistance

Would you please contact the Bureau Representative again and see if we can obtain twenty-five feet more to the East. This would make the development and use feasible we would then get out of your hair.

I would be most grateful if this could be accomplished.

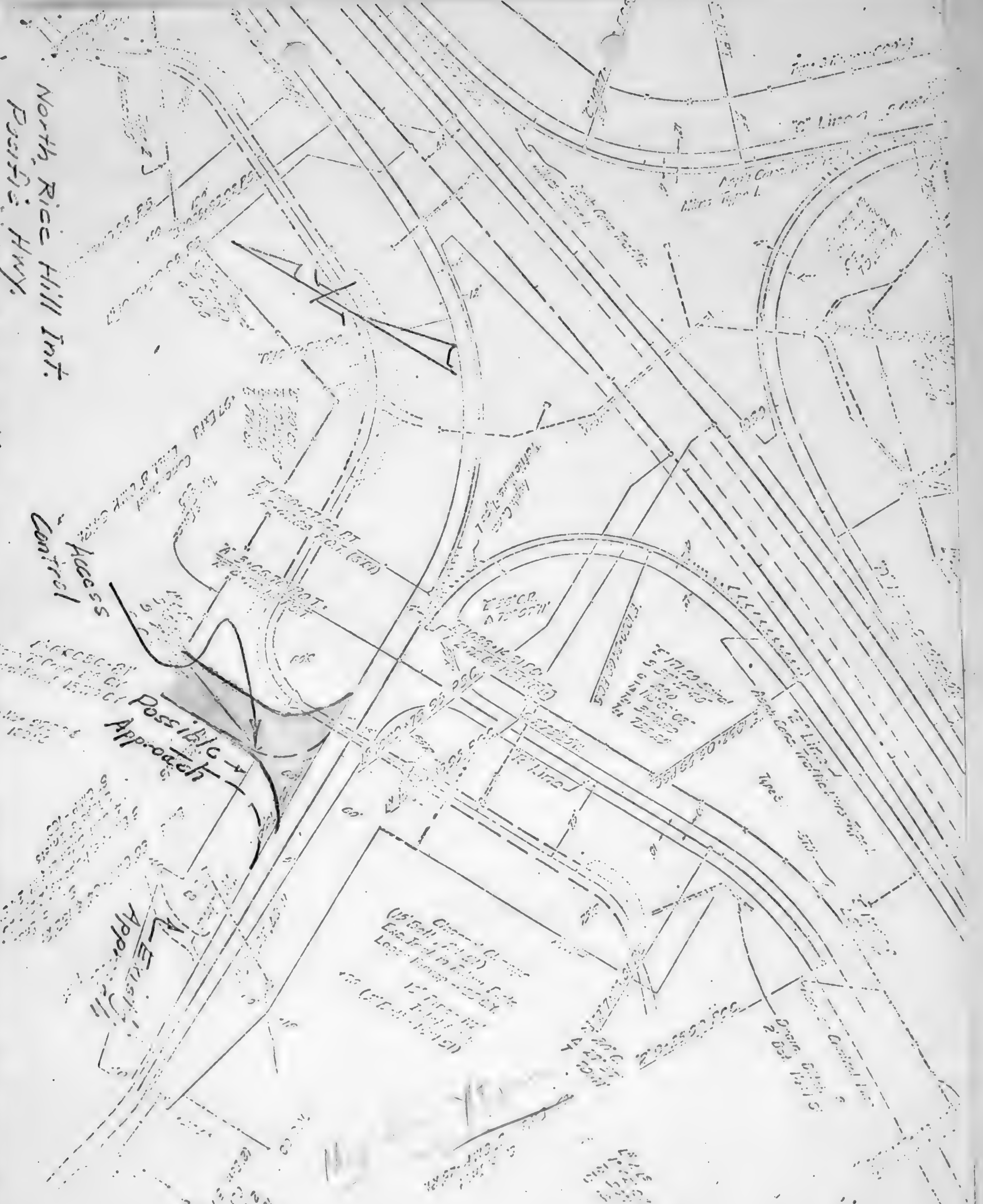
Sincerely,

Tony

Anthony Yturri

AY:blw
Encl

RECEIVED
JAN 21 1970
OFFICE OF
STATE HIGHWAY ENGINEER


North Rice Hill Int.
Pacific Hwy.
Douglas Co.
Dec. 1969

RECEIVED
APR 13 1970
FOR FILING

I-5-3(27)148

[illegible]

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: April 10, 1970

In reply refer to: 08-35.7

(Cooper
(Moehring
4-13

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(27)148
Yoncalla Junction - Rice Hill Section
File 34373 - Webb

Assistant Right of Way Engineer John R. Oakes' letter of April 7, 1970 provides the appraisal information requested in our March 16, 1970 letter. The deficiencies in the appraisal have been corrected.

The requested change in the access control line at the Rice Hill Interchange requires Washington office approval. The request has been processed in the normal manner and you will be advised as soon as we receive an answer.

RECEIVED
APR 13 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 19 1970
FOR FILING

[illegible]

(12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: March 16, 1970

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Moehring

SUBJECT: Oregon I-5-3(27)148
Yoncalla Junction-Rice Hill Section
File 34373 - Webb

Mr. Klaboe's March 4 letter and Mr. Porter's March 11 letter requested approval of a change in the access control line at the Rice Hill Interchange. This request requires Washington office approval. The request is being processed in the normal manner.

Our review indicates that the $1700 evaluation is reasonable. There are some deficiencies in the appraisals that do not meet the requirements of PPM 80-3. Please have the appraiser provide the following data:

1. Provide information why the cost approach and income approach were not used in valuing the property. See Paragraph 4e(1)(f) 2 a and c.
2. No financing data was provided for Sales 1, 2, and 3. Please request the appraiser to provide information as to whether or not the financing of these comparable sales affected their validity as a market value indicator. If the validity of the sales is affected by the financing the appraiser should provide a discussion on the effects of financing on the sales as a market value indicator.

NOTED
F. B. KLABOE

Orig to
Moehring
cc Cooke
3-18-70

copy to Barbee
info
3-18-70

RECEIVED
MAR 17 1970
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 12 1970
FOR FILING

I-5-3(39)148
9132

March 11, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: R/W Project I-5-3(27)148, Construction Project I-5-3(39)148, 34373 - Anderson, Yoncalla Junction-Rice Hill, Pacific Highway, Douglas County

This letter is to furnish the additional information requested of John Oakes by C. J. Mathias for our request of March 4. The additional data is as follows:

1&2: The project numbers are shown above.

3: The existing access control is shown in green. The revision is shown in red on the maps returned by Mr. Mathias.

4: Prior to the construction of the highway, it was thought that the access control as delineated in green was necessary. As the use developed at this facility, it now becomes apparent that we can reduce our requirements to that shown on the map without danger to the public.

5: It appears that this revision is in the public interest as it will allow a better development of the adjoining land and add more value to the tax rolls.

6: There is no record in the file to indicate that a damage was assigned for the access control over the 25 feet mentioned in our letter of March 4.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
R. B. Sipprell
D. J. Barbee
D. H. Moehring
C. T. Keasey

JRO:gz srb
Atts.

RECEIVED
MAR 4 - 1970

FOR FILING

[illegible]
[illegible]

March 4, 1970

3229

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Sir:

Re: Webb Access, North Rice Hill Interchange
Yoncalla Interchange-Rice Hill Section
Pacific Highway, Douglas County; 08-35.1

As suggested in your letter of January 26, enclosed are the following data necessary to obtain an adjustment in access control for the Webb property at the North Rice Hill Interchange on Interstate 5.

1. Three copies of a map showing the proposed revision of access control.

2. Our Right of Way Division has estimated that this 25-foot move of access control will be worth $1,700 to the owner of the property. Said owner will be required to pay this amount if access is revised.

3. Our proposal will provide an approach 25 feet into the present access control line. This location will be about 100 feet west of the existing north-south frontage road center line. The existing possible location for an access is about 125 feet from the same frontage road center line. It does not appear that this move of 25 feet can possibly affect any change in the operation of the Interstate ramps or frontage road.

Your approval of this revision is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

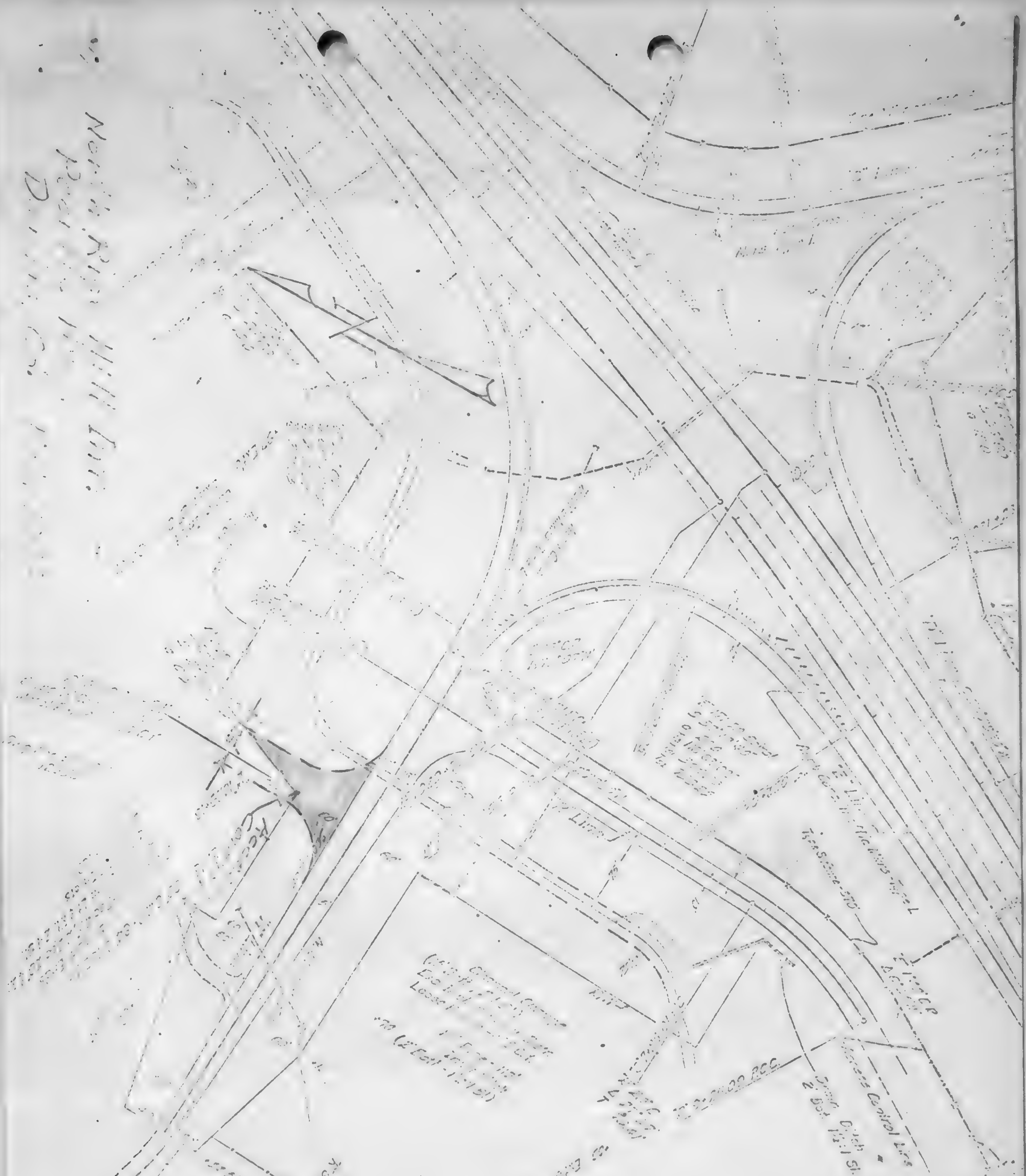
By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ralph Sipprell
D. J. Barbee
C. T. Keasey (w/map)

DNS:jp srb

Encs.


North Ridge Hills Ext.
Access Control Line
Drain. Ditch
Trans. Zone 575

Porter – Proceed

YTURRI, O'KIEF, ROSE & BURNHAM
ATTORNEYS AT LAW
YTURRI BUILDING
89 S.W. THIRD AVENUE
ONTARIO, OREGON 97914

ANTHONY YTURRI
JOHN C. O'KIEF
GENE C. ROSE
CARL BURNHAM, JR.

AREA CODE 503
889-5368

February 2, 1970

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

Dear Forrest:

Thank you for writing me with respect to the requirements made by the Bureau of Public Roads for approval of changed access at Rice Hill Interchange.

I realize that the change desired (25 feet) is very minor but it is so essential that I would be most grateful if you would make the effort to go through the steps outlined by the Bureau's letter. We will at least then know that we have done everything possible.

Would you please do this for me.

Sincerely,

AY:blw

Anthony Yturri

RECEIVED
FEB 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

January 30, 1970

The Honorable Anthony Yturri
State Senator
69 S. W. 3rd Avenue
Ontario, Oregon 97914

Dear Tony:

As you recently requested, we made another attempt to secure Bureau of Public Roads approval for the access that your client desires at the Rice Hill Interchange.

Attached is a copy of the Bureau's reply. To go through the steps outlined, we know from experience, is a long, painful and generally futile operation. In view of the minor change involved (I believe about 25 feet), I wish you would advise me if you want us to try it. I am perfectly willing to go through the procedures but thought it best that you know that they will be time-consuming with no assurance that the request will be granted.

Please let me know your wishes.

Kindest personal regards,

Forrest Cooper
State Highway Engineer

FC:fm

Attach.

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ralph Sipprell
D. J. Barbee
C. T. Keasey

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: January 26, 1970

In reply refer to: 08-35.1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(-)149, Rice Hill Interchange

This will acknowledge your letter of January 23 which suggested the change in access opening approximately 25 feet easterly of the location shown on your enclosed map.

Such a change would violate the access control line. To make such a change it will be necessary to have the following:

1. Three copies of a map showing the revised location. The map must show the access control line and the adjustment.
2. An appraisal for the change in access, based upon present-day values, with an indication that if approved the project will be credited with the adjustment.
3. A statement indicating that the adjustment in access will not adversely affect the Interstate traffic operations at the interchange.

Upon receipt of the above information your request will be forwarded to the Washington office for consideration, inasmuch as only the Director can make adjustments in access control.

RECEIVED
JAN 27
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 26 1970

FOR FILING

I 5 3(37) 141
6122

January 23, 1970

[illegible]

Mr. R. E. Simpson, Division Engineer
Bureau of Public Roads
Post Office Box 300
Salem, Oregon 97308

Dear Mr. Simpson:

Your File: 08-35-DB

Reference is made to our recent correspondence and discussions concerning an access at the Rice Hill Interchange on I-5 in Douglas County, Oregon Project I-5-3-(-)141. I understand that the area indicated on the attached drawing as a possible approach does not meet with your objection. However, it is not completely satisfactory to the property owner.

The property owner has requested that the access be shifted approximately 25 feet easterly of the location that is shaded on the drawing. It occurs to me that if the owner is willing to bear all the expenses of landscaping and drainage facilities, this small shift should not work to our disadvantage.

Your concurrence in this latest idea is solicited.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc: R. L. Porter
F. B. Klaboe
V. D. Wolfe
Ralph Sipprell
D. J. Barbee
C. T. Keasey

RLP:ms sr

16TH DISTRICT
BAKER, GRANT
HARNEY, MALHEUR
COUNTIES
OFFICE ADDRESS:
89 S. W. 3RD AVENUE
ONTARIO, OREGON 97914

STATE OF OREGON
OREGON STATE SENATE
SALEM

ANTHONY YTURRI
PRESIDENT PRO TEMPORE

Supply - draft of
reply for me

January 20, 1970

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon 97310

Dear Forrest:

I certainly hate to bother you with respect to the D. M. Webb property but I feel that it is necessary. We have made a study and examination of the possibility of the workability of the right of access to which the Bureau of Public Roads will consent. Inquiries have been made of industry and other prospective users of the property and it simply will not work unless we are able to obtain an additional twenty-five feet to the east. This would bring it to the adge of the riprap in the bend of the drainage ditch at the end of the culvert as shown on the map which you sent me. Perhaps the enclosed map will be of some assistance

Would you please contact the Bureau Representative again and see if we can obtain twenty-five feet more to the East. This would make the development and use feasible we would then get out of your hair.

I would be most grateful if this could be accomplished.

Sincerely,

Tony

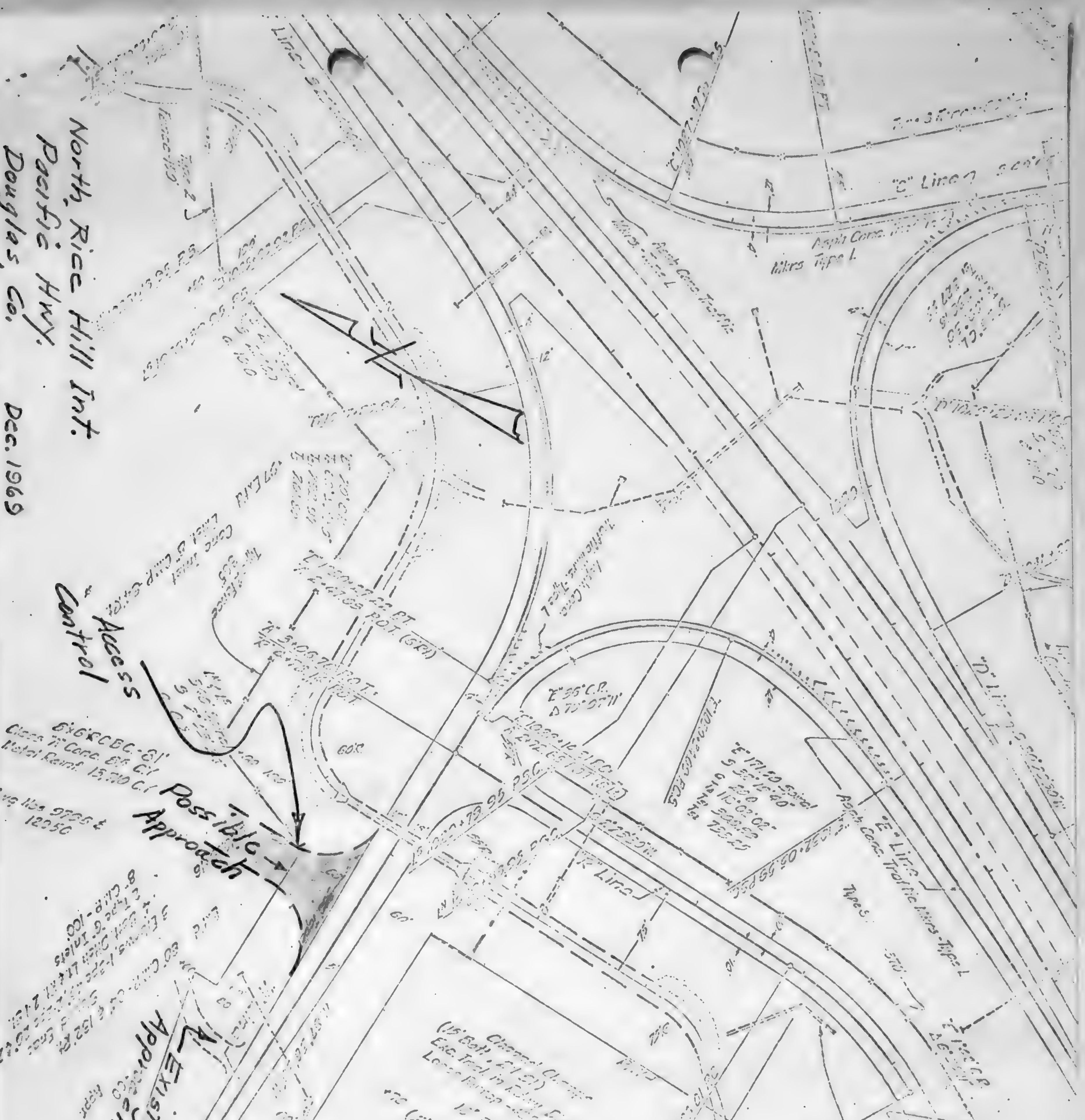
Anthony Yturri

AY:blw
Encl

RECEIVED
JAN 21 1970
OFFICE OF
STATE HIGHWAY ENGINEER

North Rice Hill Int.
Pacific Hwy.
Douglas Co.

Dec. 1969



RECEIVED
NOV 25 1969

FORM E-90 50M 10-65

FOR FILING
I-5-3(37) 1-18
6133

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 24, 1969

SUBJECT:

To: MEMO TO FILE

On this date, I talked with Tony Yturri, Attorney at Law, Ontario, re a matter that he is handling for his client, D. M. Webb. Mr. Webb owns property at the North Rice Hill Interchange in Douglas County.

Mr. Webb has made a request through his attorney to have an access point to some land that he owns in the northwest quadrant of the interchange moved easterly approximately 300 feet. The Bureau of Public Roads had refused to grant the change.

I told Mr. Yturri that I had been able to get approval from R. E. Simpson, Division Engineer, Bureau of Public Roads, for moving the access easterly approximately 160 feet. Mr. Yturri seemed to feel that this might be an acceptable solution and told me that he would discuss the matter with his client and communicate with me.

Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ralph Sipprell
D. J. Barbee
C. T. Keasey

RECEIVED
NOV 25 1969
FOR FILING

I-5-3(39)148

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 5, 1969

In reply refer to: 08-35-DB

FROM for : R. E. Simpson, Division Engineer
Salem, Oregon

REFERRED TO
Cooper
BY DEPUTY STATE HIGHWAY [illegible]

SUBJECT: Oregon Project I-5-3-(-)141
North Rice Hill Interchange
Yoncalla Interchange - Rice Hill Section
Pacific Highway, Douglas County
Change of Access Control

Your October 17 letter again requested approval of a revision of access control on the west side of Interstate 5 at the ramp terminals of the subject Interchange so that the property owner can develop his property on both sides of the proposed access road.

The area in question was reviewed in the field by the area engineer on October 30, 1969. It was noted that during initial construction it was necessary to purchase additional right of way at this location in order to construct a necessary drainage channel. It was also noted that the area was subsequently landscaped.

The addition of a new approach immediately adjacent to the freeway ramps would introduce additional points of traffic conflict, and could be expected to increase the probability of wrong-way entry to the freeway. In addition to these safety objections, the AASHO Policy on Design Standards for the Interstate System states that access control along the crossroad should extend about 300 feet or more beyond ramp terminals in rural areas. For these reasons the requested approach connection must be denied.

RECEIVED
NOV 6 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RE[illegible]
OCT 17 1969

FOR FILING

I-5-1(37)147
6192

October 17, 1969

30 41

Mr. Robert E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97310

Dear Mr. Simpson:

Subject: North Rice Hill Interchange
Yoncalla Interchange-Rice
Hill Section
Pacific Highway, Douglas County

In March 1965, we requested a revision of access control on the west side of the highway at the ramp terminals of the North Rice Hill Interchange. This was to permit Mr. D. M. Webb to construct an access directly opposite our frontage road at the aforementioned ramp terminals. Attached is a sketch showing this proposal.

Your letter of March 22, 1965, denied the request, partially because you could see no reason for the change. The reason Mr. Webb wishes his access moved directly opposite our frontage road instead of westerly where it now exists is so he can develop property on both sides of the access road. This is presently impossible because the existing access road lies just east of a steep bank and can only be developed on one side.

Ramps like these commonly terminate at frontage roads such as that which this request would create. We can see no hazard involved here any greater than at the many existing interchanges where this design is employed.

Mr. Webb's plan will add tax money and create jobs where none now exist. For these reasons and those previously stated, we recommend that you reconsider and approve this access control revision as it would appear to be in the public interest.

Att.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
F. B. Klaboe
V. D. Wolfe
D. J. Barbee
C. T. Kessey

DNS:jp sr

Rice
On S 10-2

Rice H
On 5 10-2

RECEIVED
MAR 22 1967

FOR FILING
[illegible]
6122

March 2[illegible], 1967

The Honorable Stanford Buell
Chairman
Board of Douglas County Commissioners
County Courthouse
Roseburg, Oregon

Dear Mr. Buell:

When you were in my office recently, you asked me to look into a matter involving the D. M. Webb property in the northwest quadrant of the Rice Hill Interchange on I-5 in Douglas County.

You will recall that I gave you some of the history of this matter. I told you that I thought it had been under discussion for a considerable period of time. I find that this is correct. In simple language, Mr. Webb has requested an approach to his property opposite the interchange leg in the southwest quadrant. All such requests must have the approval of the Bureau of Public Roads and, in this instance, the Bureau has refused. Mr. Webb was informed of the Bureau's action in a letter dated February 8, 1963, copy attached.

Mr. Webb is not happy with the Bureau's decision and has asked people to intervene in his behalf. It appears that this is where you got into the act.

If you wish to pursue the matter further, I suggest that you discuss it with the Division Engineer of the Bureau of Public Roads, Mr. A. W. Parsons, whose address is 477 Cottage Street, Salem.

I am returning the picture that you left with me.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm
Enc.

cc Mr. L. A. Port[illegible] Victor D. Wolfe L. R. Chandler
F. B. Klaboe H. E. Cox

RECEIVED
MAR 31 1965
FOR FILING
[illegible]

March 31, 1965

Mr. D. M. Webb
Post Office Box 722
Yoncalla, Oregon 97499

Dear Mr. Webb:

This is in reply to your letter of March 22.

March 12, at 10:00 a. m., you and Mr. Watters presented a plan for development of property adjacent to the west leg of the Rice Hill Interchange, 24 miles north of Roseburg. At that time, the reasons for obtaining access control with right of way were discussed and the rigid restrictions governing relaxing control were explained.

Since your visit to this office, we have requested the Bureau of Public Roads' consideration of removal of access control sufficient to permit entrance to your proposed development. The Bureau, after a study of the request, has rejected it. We have no alternative but to forward notice of that rejection to you.

As you do have frontage beyond the limit of access control, some variance in your plans could be worked out to permit use of the property approximately as planned.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
F. D. Morgan

March 22, 1965

Oregon State Highway Department
Salem, Oregon

Gentlemen: Mar 12

Several days ago I submitted to you a request, and plans, for a better access to my property than is now provided on the west side of Interstate 5 Freeway and immediately north of, and adjacent to, the west leg of Rice Hill Interchange, 24 miles north of Roseburg in Douglas County.

The Rice Hill Interchange is only a small oasis on Interstate 5 Freeway, development of which is almost completely limited to a few service stations and a restaurant or two, which would be almost wholly dependent upon freeway traffic for survival.

This area is a pocket of poverty, high in unemployment and completely lacking in economic resources.

Development of the commercial sites served by this proposed approach road will be a source of additional income to the state in the form of taxes and will provide employment to an area which is poor and lacking in employment opportunities.

I agree to pay the entire cost of engineering and construction of the access road in accordance with sound engineering and construction practices as required by your engineers.

I do not feel that my request is unreasonable and hereby respectfully ask that this access be granted.

Very truly yours,

D M Webb

D. M. Webb

P. O. Box 722
Yoncalla, Oregon
97499

RECEIVED
MAR 26 1965
OFFICE OF
[illegible]

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVER[illegible]ENT

Memorandum

[illegible]. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 22, 1965

In reply refer to: 08-35.2-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
M. E. Martin
District Engineer

SUBJECT: Oregon I-5-3(39)148
North Rice Hill Interchange

We have reviewed the requested access revision on the subject interchange and offer the following comments:

> The design of this interchange was submitted and approved November 15, 1961 and was subsequently constructed under project No. I-5-3(39)148.
>
> The area in which this access is proposed would be within the approved access control line and this line may not be revised after the project has been approved for construction without a complete evaluation and justification for submission to the Federal Highway Administrator for his approval or disapproval.
>
> Too, we are concerned that a safety hazard would probably develop by including another connection at this point. Traffic leaving and entering the southbound Interstate lanes would, at least, be inconvenienced and probably endangered by the traffic entering and leaving the area by such a connection.
>
> It isn't apparent why the existing access should not well serve any development planned in this section of the interchange area.

For the above reasons, we do not concur in your recommended revision of the access point as requested in your March 16, 1965 letter.

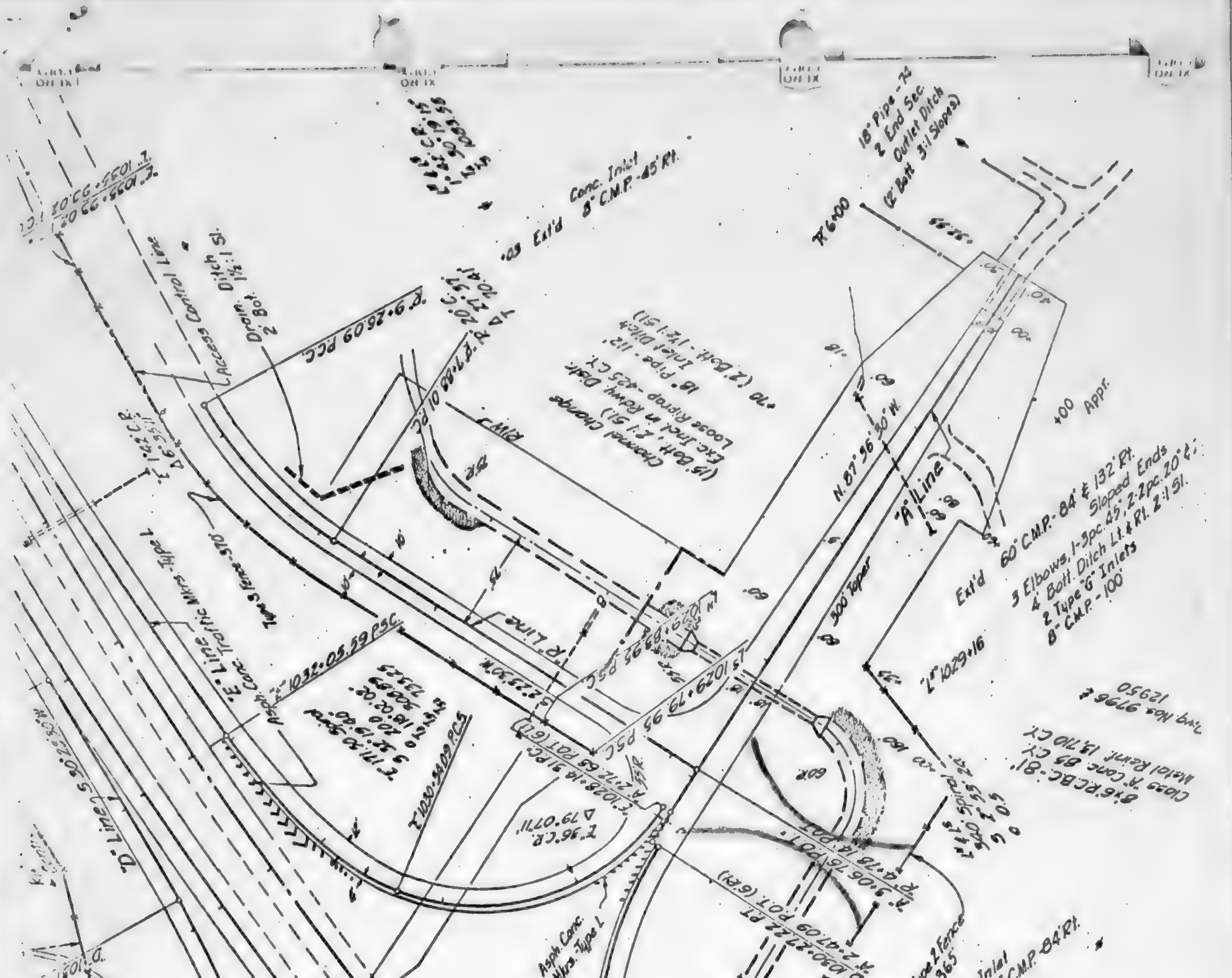
Tried to call Watters of CH2M 3/26/65 — [illegible]
(vacation)
Talked to Watters by phone 3/29/65 - R/P letter to Mr. Webb w/copy to Watters [illegible]
[illegible]

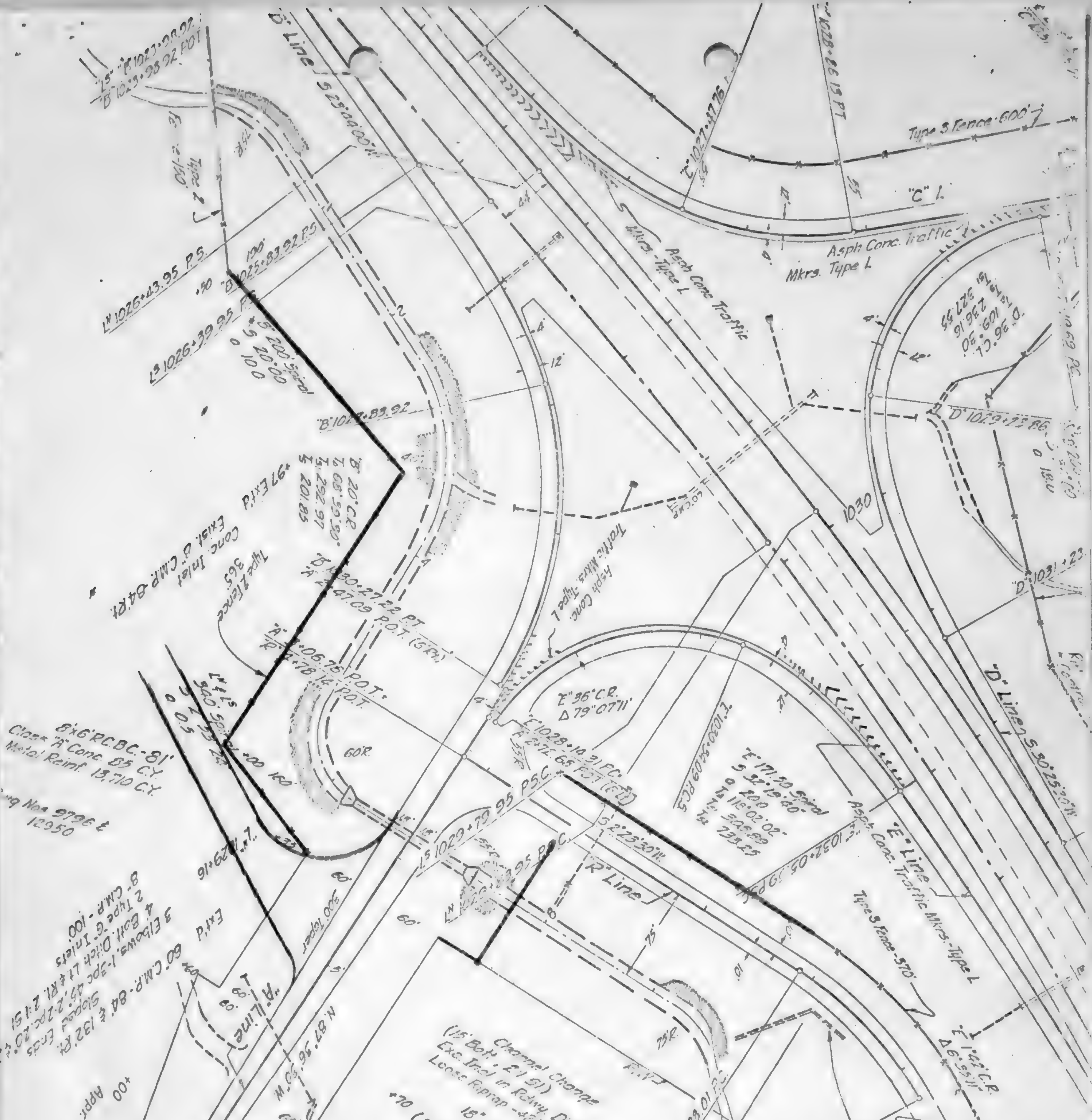
RECEIVED
MAR 23 1965

E

Copies To Morgan
Young
3-24-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN


18" Pipe-74
2 End Sec.
Outlet Ditch
(2' Bott. 3:1 Slopes)
Conc. Inlet
Ext'd 8" C.M.P.-45' Rt.
Access Control Line
Drain. Ditch 2' Bot. 1½:1 Sl.
'R' Line
'A' Line
N.87°96'30"W.
300' Taper
+00 Appr.
Ext'd 60" C.M.P.-84' & 132' Rt.
3 Elbows, 1-3pc.45°, 2-2pc.20°
Sloped Ends
4 Bott. Ditch Lt. & Rt. 2:1 Sl.
2 Type 'G' Inlets
8" C.M.P.-100'
'L' 1029+16
'E' Line
Conc. Traffic Mkrs. Type 1
Asph. Conc. Traffic Mkrs. Type 1
Type 2 Fence
365
Conc. Inlet
Exist. 8" C.M.P.-84' Rt.
+97 Ext'd
'D' Line
Asph. Conc. Traffic Mkrs. Type 1
Type 2 Fence-140'
Type 3 Fence-600'
'D' 36° C.L.
1090



"D" Line S 23°00'00" W
"L5" 1023+00.92
"B" 1023+98.92 P.O.T.
Type 2
"C" 1027+87.16
"C" 1028+86.13 P.T.
Type 3 Fence-600'
"C" L
Asph. Conc. Traffic Mkrs. Type L
Asph. Conc. Traffic Mkrs. Type L
"L4" 1026+43.95 P.S.
"B" 1025+83.92 P.S.
"L5" 1026+39.95 P.S.
L5 200' Spiral
S 20°00'
o 100
"B" 1027+83.92
"D" 1029+73.86
"B" 20° C.R.
Δ 68°59'30"
T 292.97
L 201.83
+97 Ex't'd
Type 2 Fence 365
Conc. Inlet
Exist. 8' C.M.P.-84 Rt.
"B" 1030+27.22 P.T.
"A" 2+47.09 P.O.T. (GPr.)
"A" 3+06.76 P.O.T.
"R" 7+78.16 P.O.T.
L4 & L5 340' Spiral
8'x6' R.C.B.C.-81'
Class "A" Conc. 85 C.Y.
Metal Reinf. 13,710 C.Y.
Dwg. Nos. 9796 & 12950
Asph. Conc. Traffic Mkrs. Type L
1030
"D" 1031+23
"E" 96° C.R.
Δ 79°07'11"
"E" 1028+14.31 P.C.
"A" 2+75.66 P.O.T. (G.P.)
"L5" 1029+79.95 P.S.C.
"L4" 1029+79.95 P.S.C.
S 2°23'30" W
"R" Line
"E" 171.20 Spiral
S 32°19'40"
o 200
T 118.02.02
L 305.89
Ls 733.25
"E" Line
Asph. Conc. Traffic Mkrs. Type L
Type 3 Fence-370'
"D" Line S 30°25'20" W
"A" Line
60' C.M.P.-84' & 132' Rt.
3 Elbows, 1-2pc.
4 Bolt. Ditch Lt. & Rt. 2:1 Sl.
2 Type "G" Inlets
8" C.M.P.-100'
Ex't'd
+00 Appr.
Channel Change
(15' Bott., 2:1 Sl.)
Exc. Incl. in Rdwy. Exc.
Loose Riprap-485 C.Y.
18" Pipe-112'
Inlet Ditch
+70 (2' Bott.-1½:1 Sl.)
"R" 20° C.
Δ 27°37'
T 70.41'
"R" 9+26.09 P.C.C.
Drain Ditch 2' B. 2:1 Sl.
Access Control Line
"E" 142° C.R.
Δ 6°55'11"
"E" 1035+93.02 P.T.
"L" 1035+93.02
L4 & L5 C.R.
Δ 50°19'15"
Ls 1035.58
Conc. Inlet
8' C.M.P.-35 Rt.
+03 Ext'd
18" Pipe-70'
2 End Sec.
Outlet Ditch
(2' Bott. 3:1 Slopes)
"R" 6+00
+22.33
75R.
60R.
60'
40'
30'

RECEIVED
NOV 1 - 1966

I 5 5(39) 145

6122

November 3, 1966

Mr. Elmer R. Metzger, Commissioner
Douglas County Board of Commissioners
County Courthouse
Roseburg, Oregon

Dear Mr. Metzger:

Our Roseburg people have reported to me concerning the matter of access at the Rice Hill Interchange.

We find that the matter had been thoroughly investigated on previous occasions, that the access control had been established to prevent the construction of a hazardous installation, and therefore believe we must stay with our previous decision.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
L. R. Chandler

FORM E-30 50M 12-63 54076

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
October 31, 1966

SUBJECT: Request for Access
Rice Hill Interchange
Pacific Highway

To: Tom Edwards
Assistant State Highway
Engineer
BUILDING

You requested that we investigate a possible approach on the west side of the Rice Hill Interchange. Elmer Metzger requested of you that we look into this matter. There is attached material from the division office outlining a long history on this matter.

Briefly, it involves a request for an access permit by D. M. Webb back in December, 1964. Mr. Webb was requesting access within the limits of the access control line and was denied this access at that time. The Department had no objection to access west of the control line, and Mr. Webb was so informed. What Elmer Metzger was talking to you about was the same request at the same location (inside the control line) as was previously requested in 1964.

L. E. George
L. E. George
Assistant Traffic Engineer

LEG:mk

Attachments

NOTED
TOM EDWARDS

RECEIVED
NOV 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 24, 1966

To: L. E. George
Assistant Traffic Engineer
Salem

SUBJECT: Request for Access
Pacific Highway-Rice Hill
Rice Hill Interchange

In response to your letter of October 21, 1966 concerning Mr. Metzger's visit to Mr. Edward's office, I have the following information.

I attach our file on the D. M. Webb access permit request which dates back to December 1964. A review of this file indicates that the request was for access within the limits of the access control line. As is indicated in the correspondence, this request was reviewed with our Salem office and was denied. The correspondence indicates that Mr. Webb was made aware of this and terminated our files on this subject.

On Monday, October 24, 1966, Mr. Carl Williams, Assistant Division Engineer, and I, while attending a meeting with the County Court on another matter, determined from Mr. Metzger that this was the same request in the same location within the access control line and Mr. Williams indicated that this subject had been thoroughly reviewed and denied in the past. Mr. Metzger was informed for his information that we had no objection to access westerly of the access control line and that correspondence had so indicated this to Mr. Webb.

Glen L. Clark
Glen L. Clark
DIVISION TRAFFIC ENGINEER

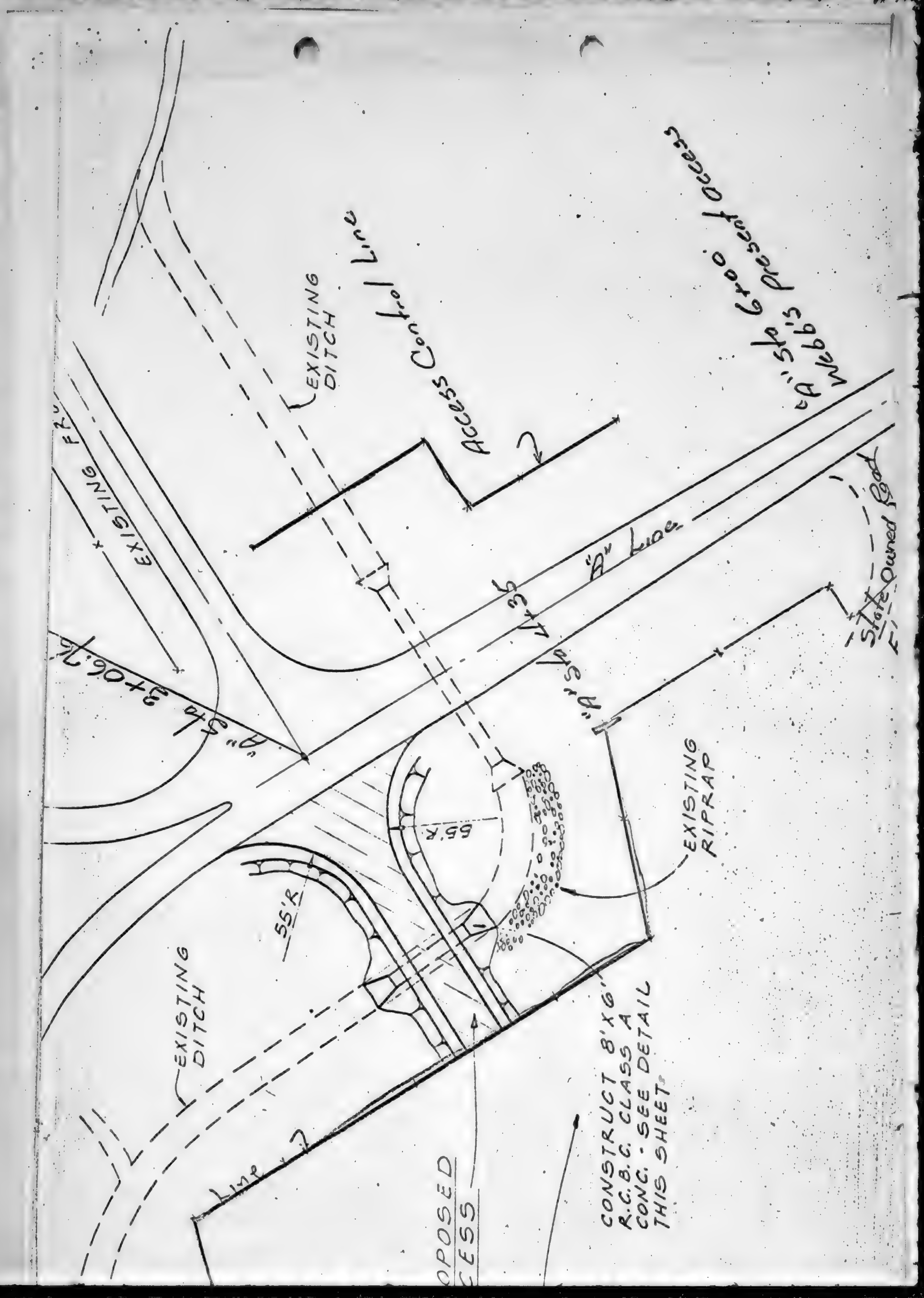
GLC:cc
attach.
cc: L. R. Chandler
Jack McCormick

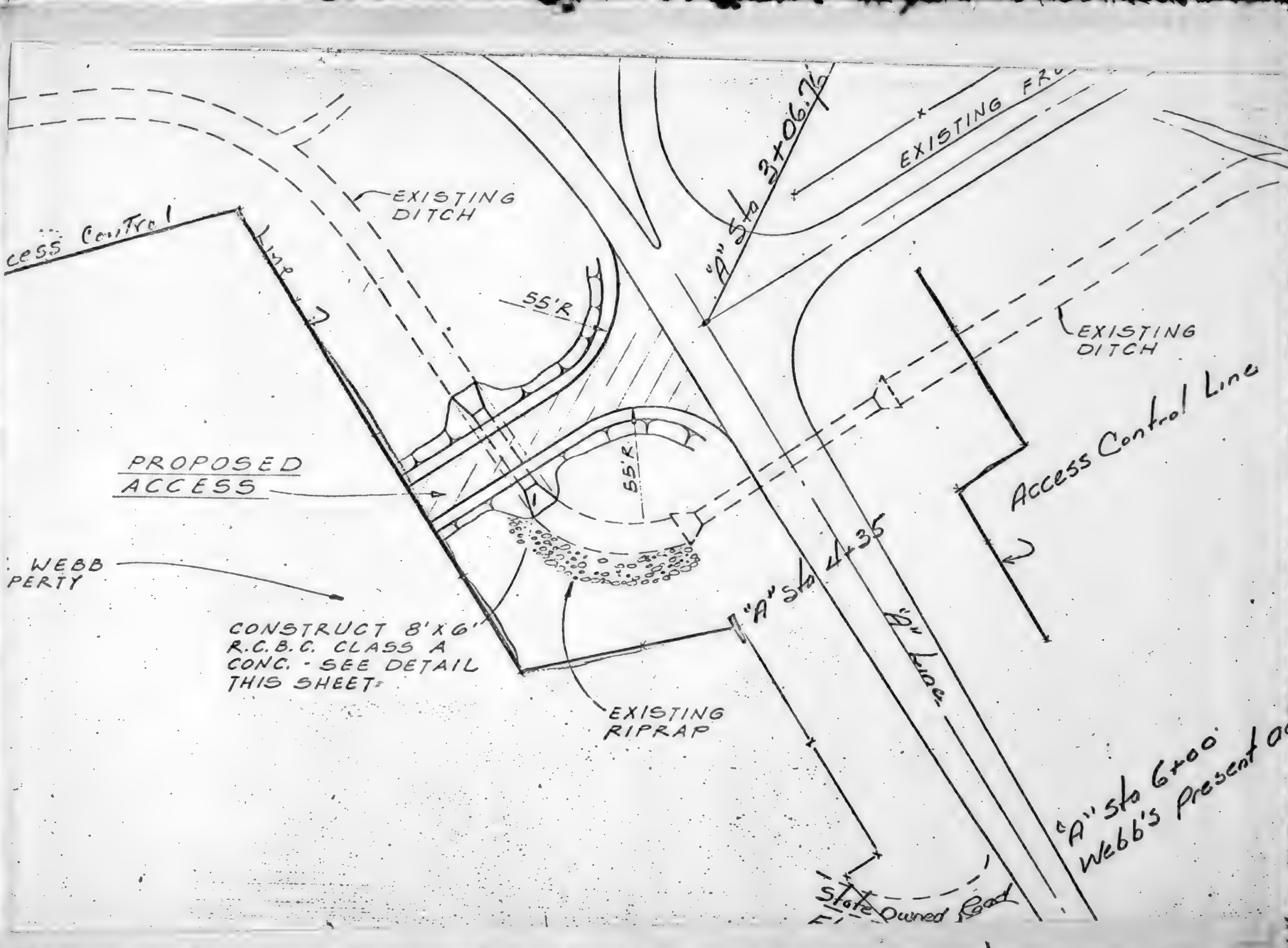
RECEIVED
OCT 25 1966
TRAFFIC ENGINEERING

Approved
C.M.H.

NOTED
TRAFFIC CONTROL

NOTED
L. E. GEORGE

EXISTING DITCH
Access Control Line
"A" Sta 6+00
Webb's present access
EXISTING FR
"A" Line
"A" Sta 37+06.76
"A" Sta 4+35
State Owned Road
55'R
55'R
EXISTING RIPRAP
EXISTING DITCH
CONSTRUCT 8'X6'
R.C.B.C. CLASS A
CONC. - SEE DETAIL
THIS SHEET.
OPOSED
CESS
Line


cess Control Line
EXISTING DITCH
55'R
"A" Sta 3+06.76
EXISTING FR
EXISTING DITCH
Access Control Line
PROPOSED ACCESS
55'R
WEBB PERTY
"A" Sta 4+35
CONSTRUCT 8'X6" R.C.B.C. CLASS A CONC. - SEE DETAIL THIS SHEET.
"A" Line
EXISTING RIPRAP
"A" Sta 6+00
Webb's Present
State Owned Road

FORM E-193-2 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Roseburg, Oregon
February 24, 1965

Cornell, Howland, Hayes & Merryfield
P. O. Box 411
Corvallis, Oregon

Attention: William A. Watters

Dear Mr. Watters:

Your letter of February 19, 1965, to Mr. John L. Gunter, our maintenance superintendent, regarding your proposed access road for Mr. D. M. Webb at the Rice Hill Interchange, was referred to me. At the time of your trip to Salem, I met with yourself, Mr. Webb and I believe our Mr. Williams. After some discussion, I agreed to recommend a change in the access control line to permit access to a highway road as shown on your revised plat.

The matter was, as stated above, referred to Salem with the recommendation that the access control line be changed because of special benefit to Mr. Webb's property. We have been advised that since the Bureau of Public Roads participated in the purchase of the right of way, and approved the plans as we had shown them, that the end of the access control line could not be changed without approval from the Bureau of Public Roads main office in Washington D. C. and that special justification which we could not furnish must accompany the request for a change.

We have therefore, by Mr. Gunters letter, advised you that the request was not approved.

Very truly yours,

L R Chandler

L. R. Chandler
DIVISION ENGINEER

LRC:lf

cc: John L. Gunter

xxxxxxxxxxxx
Roseburg, Oregon
February 24, 1965

Cornell, Howland,
Hayes & Merryfield
P. O. Box 411
Corvallis, Oregon

RE: No. 03239.1
Proposed Access Road
D. M. Webb
Rice Hill Interchange

ATTENTION: Mr. William A. Watters

Gentlemen:

In reply to your letter of February 19, 1965 regarding the above named subject.

After your visit to the Roseburg Division Office, we discussed your proposal with the Salem office and their decision was rendered to deny this access as outlined in my letter dated February 8, 1965.

Sorry we are unable to consider your request with a favorable answer.

Yours truly,

John L. Gunter
District Maintenance Superintendent

JLG:ph

CH2M
CORNELL, HOWLAND, HAYES & MERRYFIELD
CONSULTING ENGINEERS
1400 WESTERN AVENUE • P. O. BOX 411 • CORVALLIS, OREGON
TELEPHONE: PLaza 2-4271 • AREA CODE 503
OTHER OFFICES IN: BOISE, IDAHO • SEATTLE, WASHINGTON

19 February 1965

Record No. C3239.1

Mr. John L. Gunter
District Maintenance Superintendent
Oregon State Highway Department
Roseburg, Oregon

Proposed Access Road
D. M. Webb
Rice Hill Interchange

Dear Mr. Gunter:

Your letter to Mr. Webb of 8 February 1965 came as quite a surprise. Mr. Webb and I made a special trip to Roseburg to review the Plans with the engineers. We left thinking the Plan as revised met with their approval and would be forwarded to Salem for consideration.

The development plan proposed by Mr. Webb will be beneficial to the community. An access route further west would not permit development of the first two commercial lots and would provide a very poor alignment with the remaining sites. A print of the architect's sketch of the proposed development is enclosed herewith for your further consideration. We urge that you reconsider the application and trust that we may receive your favorable approval.

Very truly yours,

CORNELL, HOWLAND, HAYES & MERRYFIELD

William A. Watters

William A. Watters
Partner

WAW:cs
Enclosure
cc: Mr. L. R. Chandler
Mr. D. M. Webb

xxxxxxxxxx
Roseburg, Oregon
February 8, 1965

Webb Realty
P. O. Box 352
Yoncalla, Oregon

RE: Proposed Access
D. M. Webb
Rice Hill Interchange
Interstate 5
Douglas County

Dear Mr. Webb:

Returning, herewith, please find unapproved documents of your proposed access change at Rice Hill Interchange on the west side of Interstate 5.

As you know, this request violates all standards and policies set up by the Highway Department and B.P.R.

After further consultation with the division office and our Salem office, a decision was rendered to deny your request.

If you so desire, we can issue you an approach road permit to the west of the access control line but not inside the control line.

If you have any further questions, please feel free to contact this office.

Yours truly,

John L. Gunter
District Maintenance Superintendent

JLG/ph

CC: L. R. Chandler

Integrity Service Dependability

P. O. BOX 352
YONCALLA, OREGON
97499
VICTOR 9-2472

D. M. WEBB, BROKER

OFFICE ON 99 FREEWAY
(INTERSTATE 5)
24 MILES NORTH OF
ROSEBURG, OREGON

WEBB REALTY
AT RICE HILL - ON THE FREEWAY
Specializing in Oregon Farms — Ranches — Tree Farms

January 17, 1965

Oregon State Highway Department
Roseburg, Oregon

Gentlemen:

I herewith respectfully submit, to you, a request for a more suitable access for my property, than is now provided, on the west side of Interstate 5 Freeway and immediately adjacent to the west leg of the Rice Hill Interchange 24 miles north of Roseburg in Douglas County.

(See enclosed drawings by Cornell, Howland, Hayes & Merryfield, Engineers, Corvallis) This proposed access is located westerly from the existing frontage road to the south so as not to interfere with traffic thereon or to create a hazardous cross traffic condition at the intersection.

It is my desire to develop the subject property in an appealing and orderly manner, and in order to do this it is important that the access road as shown in the enclosed drawings not be shifted any further west, as traffic from the freeway could not be attracted to patronize businesses located so far away. And, further, if the approach is located any farther westward development of the first two building sites along the west side of the proposed approach road would be impossible because of the very steep hill lying westerly of and immediately adjacent to the existing twenty foot wide access gravel road.

I hereby agree to pay the entire cost of engineering and construction of the access road in accordance with sound engineering and construction practices as required by your engineers.

The development of tho commercial sites served by this proposed approach road will be a source of additional income to the state in the form of taxes, and will provide employment to an area which is poor and lacking in employment opportunities.

Respectfully yours,

D M Webb

D. M. Webb

Roseburg, Oregon
December 4, 1964

L. R. Chandler
Division Office
Roseburg

Proposed Access to D. M. Webb
Property at Rice Hill
Record No. C3239.1
Interstate 5
Douglas County

Attached, hereto, please find letter and two (2) maps from Cornell, Howland, Hayes & Merryfield, Consulting Engineers, showing proposed access change on the Northwest quadrant at Rice Hill Interchange.

The area where proposed access is requested lies entirely inside the Interstate access control line and is entirely too close to the freeway and interchange legs to even consider granting an access.

Also Mr. Webb has an access to the west opposite Engineer Station "A" 6+00 which is a 20 foot roadway purchased by the State Highway Department under file no. 33514 or access could be granted anyplace westerly of "A" Station 4+35.

Since this request violates all of our standards, I strongly recommend it be denied.

Yours truly,

John L. Gunter
District Maintenance Superintendent

JLG:so

CH2M

CORNELL, HOWLAND, HAYES & MERRYFIELD
CONSULTING ENGINEERS

1600 WESTERN AVENUE • P. O. BOX 411 • CORVALLIS, OREGON
TELEPHONE: PLaza 3-4271 • AREA CODE 503
OTHER OFFICES IN: BOISE, IDAHO • SEATTLE, WASHINGTON

2 December 1964

Record No. C3239.1

Mr. John Gunter
District Maintenance Supt.
Oregon State Highway Dept.
P. O. Box 1128
Roseburg, Oregon

Proposed Access to D. M. Webb
Property at Rice Hill

Dear Mr. Gunter:

Enclosed herewith are 6 prints of the proposed access to the D. M. Webb property at Rice Hill. Our client proposes to develop the property for commercial tracts. The proposed access will match the existing frontage road to the south for easy access to the east side of the freeway. The existing 20-foot wide graveled roadway, 300 feet west of the frontage road, would be abandoned in favor of the better access provided by the proposed route.

We trust that this proposed improvement will meet with your favor and support. Your comments pertaining to design and construction standards will be appreciated. Please send the necessary forms so that we may prepare the formal application for permit to construct the approach road.

Very truly yours,

CORNELL, HOWLAND, HAYES & MERRYFIELD

William A. Watters

William A. Watters
Partner

WAW/me
Encls. - 6 prints

cc: Mr. D. M. Webb

RECEIVED
FEB 14 1966

FOR FILE
I-5-3(39)148

6122

Form CD-121
~~(11-60)~~
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: February 9, 1966

In reply refer to: 08-35.5

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: L R Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Federal Aid Project I-5-3(39)148 - Final Voucher
Audit Report 66-835-15

Findings Item I of Audit Report 65-835-13 disclosed credit for salvage of culvert and guardrail had not been given. Subsequent correspondence, particularly Mr. Young's letter of May 19, 1965, and Mr. Skoog's letter of July 6, 1965, established the salvage value of the items referred to as well as for two flasher units. The final voucher has been reduced accordingly to reflect a total Participating Cost of $1,054,144.20 and an overpayment on this project of $300.73, computed as follows:

Net Amount Claimed			$1,000.00
Less Salvage Credit:			
Culvert Pipe	$1,200.00		
Guardrail	60.00		
2 Flasher Units	150.00	$1,410.00	
Pro Rata		92.25%	
			$1,300.73
Net Amount Approved			($300.73)

2-10
orig to Mason
copy to Young
2-11-66

RECEIVED
FEB 10 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

RECEIVED
AUG 20 1965
FOR FILING

Monthly transaction number	FO R-2A (5- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number I-5-3(39)148 10	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	County Douglas Project number I-5-3(39)148

6122

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 25, 1962, is hereby modified as follows:

Revised estimated total cost of project	$ 1,091,998.23
Revised Federal funds	$ 973,748.74
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9 day of August, 1965.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M B Klaboe

Assistant State Highway Engineer
(Title)

By ________________

____
(Title)

By ________________

____
(Title)

~~By~~ A. W. Parsons
(Division Engineer)

By: L R Backlund
L. R. Backlund
Administrative Manager

USCOMM-DC 8120-P63

[illegible] 6122 9-25-62 State

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
OCT 1 1962
10-14
FOR FILING

ONTHLY TRANSACTION NO.	FO R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE Oregon
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)*	COUNTY Douglas
PROJECT REPORT NO. 5		PROJECT NO. I-5-3(39)148

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 99, Yoncalla Jct. to Rice Hill

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-27-62	2.815
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 975,090.00	$ 896,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
Asst State Highway Engineer
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX, A. W. Parsons
(Division Engineer)
L R Backlund
By: L. R. Backlund
Administrative Manager
Date executed by Division Engineer September 25, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. I-5-3(39)148

YONCALLA INTERCHANGE-RICE HILL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 27, 1962

Type Code 6201
Roadway (Sta. 951+44.74 to Sta. 1099+50.79 = 1237+00) (Contract 6122)

Clearing and Grubbing	All	Required		43,870.00
Removal of Pavement	2,460	sq.yd.	1.00	2,460.00
Drainage Excavation, Unclassified	6,100	cu.yd.	2.00	12,200.00
General Excavation, Unclassified	359,000	cu.yd.	0.30	107,700.00
Short Overhaul	1,790,000	yd.sta.	0.005	8,950.00
Long Overhaul	217,000	C-yd.sta.	0.30	65,100.00
Furnishing and Placing Topsoil	6,000	cu.yd.	2.00	12,000.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rounding Cutbanks	5,840	lin.ft.	0.15	876.00
Seeding	32	acres	200.00	6,400.00
Mulching	32	acres	175.00	5,600.00
Grass Seed Creeping Red Fescue	370	lbs.	1.00	370.00
Grass Seed Chewings Fescue	250	lbs.	1.00	250.00
Grass Seed Perennial Rye Grass	120	lbs.	1.00	120.00
Dutch White Clover	80	lbs.	1.00	80.00
Inorganic Fertilizer, 10-16-8	110	cwt.	1.00	110.00
12-inch Concrete Pipe	270	lin.ft.	3.35	904.50
15-inch Concrete Pipe	70	lin.ft.	4.50	315.00
18-inch Concrete Pipe	270	lin.ft.	5.00	1,350.00
24-inch Concrete Pipe	280	lin.ft.	6.85	1,918.00
36-inch Concrete Pipe	50	lin.ft.	12.00	600.00
8-inch Corrugated Metal Pipe	70	lin.ft.	3.25	227.50
15-inch Corrugated Metal Pipe	110	lin.ft.	3.60	396.00
18-inch Corrugated Metal Pipe	720	lin.ft.	3.98	2,865.60
24-inch Corrugated Metal Pipe	100	lin.ft.	6.35	635.00
36-inch Corrugated Metal Pipe	100	lin.ft.	12.00	1,200.00
60-inch Corrugated Metal Pipe	270	lin.ft.	33.00	8,910.00
Extra for Pipe Under Pavement	2,450	lin.ft.	5.00	12,250.00
12-inch Culvert End Sections	4	only	50.00	200.00
15-inch Culvert End Sections	4	only	50.00	200.00
18-inch Culvert End Sections	9	only	60.00	540.00
24-inch Culvert End Sections	5	only	75.00	375.00
36-inch Culvert End Sections	1	only	200.00	200.00
6-inch Metal Drain Pipe	460	lin.ft.	1.50	690.00
6-inch Perforated Metal Drain Pipe	9,080	lin.ft.	1.75	15,890.00
8-inch Perforated Metal Drain Pipe	2,200	lin.ft.	2.00	4,400.00

Special Backfill in Drains	1,100	cu.yd.	7.00	$ 7,700.00
Salvage and Reinstall Culvert Pipe	56	lin.ft.	4.00	224.00
Salvage and Stockpile Culvert Pipe	56	lin.ft.	3.00	168.00
Concrete Inlets, Type "G"	4	only	200.00	800.00
Adjustment of Inlets	4	only	125.00	500.00
Loose Riprap	540	cu.yd.	4.00	2,160.00
Class "A" Concrete in Box Culvert	90	cu.yd.	75.00	6,750.00
Metal Reinforcement in Box Culvert	15,000	lbs.	0.14	2,100.00
Type 2 Fence	700	rods	8.00	5,600.00
Type 3 Fence	60	rods	17.00	1,020.00
Salvage and Reinstall Type 2 Fence	160	rods	6.00	960.00
Salvage and Reinstall Type 3 Fence	90	rods	10.00	900.00
16'x4.8" Metal Gates	1	only	100.00	100.00
20'x4.8" Metal Gates	1	only	100.00	100.00
Salvage and Stockpile Guard Rail	400	lin.ft.	2.00	800.00
Metal Guard Rail	5,400	lin.ft.	2.45	13,230.00
Metal Median Barrier	14,000	lin.ft.	3.80	53,200.00
Guide Posts, PM-1	150	only	7.00	1,050.00
Guide Posts, PY-2	100	only	8.00	800.00
Guide Posts, PY-3	2	only	9.00	18.00
Coarse Crushed Material in Base	99,300	tons	1.95	193,635.00
3/4"-0 Material in Base	13,600	tons	1.95	26,520.00
Sprinkling	2,140	M-Gal.	4.00	8,560.00
Preparation of Base	All	Required		3,000.00
3/4"-0 Material in Binder Course	430	cu.yd.	5.00	2,150.00
RC-250 Asphalt	66	tons	50.00	3,300.00
Asphaltic Concrete Mixture	25,600	tons	4.65	119,040.00
Asphalt in Mixture	1,400	tons	35.07	49,098.00
SS-1 Asphalt	9	tons	100.00	900.00
Extra for Paving Approaches	3	only	100.00	300.00
Asphaltic Concrete Traffic Markers, Type L	500	lin.ft.	1.00	500.00
Illumination Installation and Flasher Equipment Removal, Complete	All	Required		500.00
Removal of Existing Sign Installation	All	Required		75.00
Furnish 8" BP 36# Steel Piling	162	lin.ft.	5.00	810.00
Drive Steel Piles	12	only	70.00	840.00
Metal Sign Posts	All	Required		504.00
Wood Sign Posts	All	Required		550.00
Type "B" Signs in Place	45	sq.ft.	6.50	292.50
Type "C" and "D" Signs in Place	272	sq.ft.	3.50	952.00
Type "B", "C" and "D" Signs in Place	53	sq.ft.	5.00	265.00
Type "F" Signs in Place	26	sq.ft.	3.50	91.00
Type "A" Signs in Place	360	sq.ft.	6.50	2,340.00
Embankment/Foundation Excavation, Unclassified	3,400	cu.yd.	0.75	2,550.00

Drilling Holes	180 only	0.30	$ 54.00
10-25 Asphalt	20 tons	90.00	1,800.00
			$846,961.10
Flagging (57½% of Contractor's Cost)	All Required		$ 7,500.00
Salvage Slope Paving	All Required		100.00
Signing (Temporary)	All Required		200.00
			$ 7,800.00
Utilities			
Work by Yoncalla Telephone Co.	All Required		$ 384.40
Work by Douglas Electric Co-op.	All Required		1,540.00
			$ 1,924.40
	Subtotal		$856,685.50
	10% Engr.&Cont.		85,668.50
	Total		$942,354.00

Type Code X221
Rice Hill Overcrossing (Sta. 1044+04.80 to Sta. 1044+99.80)(Contract 6222)

Remodel Overcrossing and Maintain Traffic	All Required		$ 1,500.00
Shoring, Cribbing, etc.	All Required		4,000.00
Structural Excavation	120 cu.yd.	8.00	960.00
Structural Excavation Below Elevation Shown	10 cu.yd.	20.00	200.00
Furnish 10" BP 42# Steel Piling	240 lin.ft.	5.00	1,200.00
Drive Steel Piles	8 only	100.00	800.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete (163 cu.yd.)	All Required		15,000.00
Metal Reinforcement (43,850 lbs.)	All Required		6,000.00
	Subtotal		$ 29,760.00
	10% Engr. & Cont.		2,976.00
	Total		$32,736.00

Length of Roadway - - - - - - - - - - - - - - - - 2.797 miles
Length of 1 Structure- - - - - - - - - - - - - - 0.018 miles
Length of 1 Structure- - - - - - - - - - - - - - 0.000 miles (Exceptions)
Total Length - - - - - - - - - - - - - - - - - 2.815 miles
Cost of Roadway per Mile - - - - - - - - - - - - $336,915.98

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 942,354.00	$ 866,000.00	$ 76,354.00
Structure	32,736.00	30,000.00	2,736.00
	$ 975,090.00	$ 896,000.00	$ 79,090.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

State Funds for Maint.: Chap. 529, Laws 1939

YONCALLA INTERCHANGE-RICE HILL SECTION

PROJECT NO. I-5-3(39)148

Estimated Cost of Work by Yoncalla Telephone Company:

Materials	$ 94.40
Labor	174.00
Equipment	116.00
Lump Sum	$ 384.40

Estimated Cost of Work by the Douglas Electric Co-op:

Facility at Sta. 1055		
Material and Supplies	$ 53.11	
Labor	78.77	
Overhead (Holiday, sick leave, etc.)	31.31	
Salvage Credit	- 30.95	Credit
	$ 132.57	
Balance of Facilities		
Rights of Way	$ 56.20	
Materials and Supplies	501.31	
Labor	961.98	
Overhead (Holiday, Sick leave, etc.)	312.00	
Salvage Credit	-423.45	
	$1,408.04	
Total	$1,540.61	

Oregon State Highway Department

Federal Aid
Project No. I-5-3(39)148

YONCALLA INTERCHANGE-RICE HILL SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 18, 1962

Type Code 6201
Roadway (Sta. 951+44.74 to Sta. 1099+50.79=1237+00)

Clearing and Grubbing	All	Required		$ 10,000.00
Removal of Pavement	2,460	sq.yds.	$ 0.65	1,599.00
Drainage Excavation, Unclassified	6,100	cu.yds.	3.00	18,300.00
General Excavation, Unclassified	359,000	cu.yds.	0.36	129,240.00
Short Overhaul	1,790,000	yd.stas.	0.01	17,900.00
Long Overhaul	217,000	C-yd.stas.	0.35	75,950.00
Furnishing and Placing Topsoil	6,000	cu.yds.	1.50	9,000.00
Finishing Roadbed and Slopes	All	Required		3,000.00
Rounding Cutbanks	5,840	lin.ft.	0.20	1,168.00
Seeding	32	acres	125.00	4,000.00
Mulching	32	acres	150.00	4,800.00
Grass Seed, Creeping Red Fescue	370	lbs.	0.40	148.00
Grass Seed, Chewings Fescue	250	lbs.	0.30	75.00
Grass Seed, Perennial Ryegrass	120	lbs.	0.30	36.00
Dutch White Clover	80	lbs.	0.95	76.00
Inorganic Fertilizer, 10-16-8	110	cwt.	5.50	605.00
12-inch Concrete Pipe	270	lin.ft.	2.50	675.00
15-inch Concrete Pipe	70	lin.ft.	3.50	245.00
18-inch Concrete Pipe	270	lin.ft.	4.50	1,215.00
24-inch Concrete Pipe	280	lin.ft.	6.00	1,680.00
36-inch Concrete Pipe	50	lin.ft.	10.00	500.00
8-inch Corrugated Metal Pipe	70	lin.ft.	2.50	175.00
15-inch Corrugated Metal Pipe	110	lin.ft.	4.25	467.50
18-inch Corrugated Metal Pipe	720	lin.ft.	5.00	3,600.00
24-inch Corrugated Metal Pipe	100	lin.ft.	7.50	750.00
36-inch Corrugated Metal Pipe	100	lin.ft.	14.50	1,450.00
60-inch Corrugated Metal Pipe	270	lin.ft.	32.00	8,640.00
Extra for Pipe Under Pavement	2,450	lin.ft.	2.50	6,125.00
12-inch Culvert End Sections	4	only	30.00	120.00
15-inch Culvert End Sections	4	only	40.00	160.00
18-inch Culvert End Sections	9	only	50.00	450.00
24-inch Culvert End Sections	5	only	65.00	325.00
36-inch Culvert End Sections	1	only	165.00	175.00
6-inch Metal Drain Pipe	460	lin.ft.	2.00	920.00

6-inch Perforated Metal Drain Pipe	9,080	lin.ft.	$ 2.00	$ 18,160.00
8-inch Perforated Metal Drain Pipe	2,200	lin.ft.	2.50	5,500.00
Special Backfill in Drains	1,100	cu.yds.	6.00	6,600.00
Salvage and Reinstall Culvert Pipe	56	lin.ft.	4.00	224.00
Salvage and Stockpile Culvert Pipe	56	lin.ft.	8.00	448.00
Concrete Inlets, Type "G"	4	only	110.00	440.00
Adjustment of Inlets	4	only	25.00	100.00
Loose Riprap	540	cu.yds.	3.50	1,890.00
Class "A" Concrete in Box Culvert	90	cu.yds.	52.00	4,680.00
Metal Reinforcement in Box Culvert	15,000	lbs.	0.14	2,100.00
Type 2 Fence	700	rods	6.50	4,550.00
Type 3 Fence	60	rods	17.50	1,050.00
Salvage and Reinstall Type 2 Fence	160	rods	4.50	720.00
Salvage and Reinstall Type 3 Fence	90	rods	7.50	675.00
16' x 48" Metal Gates	1	only	70.00	70.00
20' x 48" Metal Gates	1	only	85.00	85.00
Salvage and Stockpile Guard Rail	400	lin.ft.	1.50	600.00
Metal Guard Rail	5,400	lin.ft.	2.50	13,500.00
Metal Median Barrier	14,000	lin.ft.	3.75	52,500.00
Guide Posts, PW-1	150	only	7.50	1,125.00
Guide Posts, PY-2	100	only	8.50	850.00
Guide Posts, PY-3	2	only	9.00	18.00
Course Crushed Material in Base	99,300	tons	2.25	223,425.00
3/4" - 0 Material in Base	13,600	tons	2.35	31,960.00
Sprinkling	2,140	M-gals.	3.00	6,420.00
Preparation of Base	All	Required		1,200.00
3/4" - 0 Material in Binder Course	430	cu.yds.	4.50	1,935.00
RC-250 Asphalt	66	tons	46.00	3,036.00
Asphaltic Concrete Mixture	25,600	tons	4.75	121,600.00
Asphalt in Mixture	1,400	tons	36.00	50,400.00
RS-1 Asphalt	9	tons	75.00	675.00
Extra for Paving Approaches	3	only	30.00	90.00
Asphaltic Concrete Traffic Markers, Type L	500	lin.ft.	1.00	500.00
Illumination Installation and Flasher Equipment Removal, Complete	All	Required		200.00
Removal of Existing Sign Installation	All	Required		200.00
Furnish 8" BP 36# Steel Piling	162	lin.ft.	5.00	810.00
Drive Steel Piles	12	only	65.00	780.00
Metal Sign Posts	All	Required		560.00
Wood Sign Posts	All	Required		580.00
Type "B" Signs in Place	45	sq.ft.	7.20	324.00
Type "C" and "D" Signs in Place	272	sq.ft.	3.75	1,020.00
Type "E", "F" and "G" Signs in Place	53	sq.ft.	4.00	212.00
Type "P" Signs in Place	26	sq.ft.	5.00	130.00
Type "A" Signs in Place	360	sq.ft.	7.10	2,556.00
Embankment Foundation Excavation, Unclassified	3,400	cu.yds.	0.75	2,550.00

Drilling Holes	180 only	$ 0.75	$ 135.00
10-25 Asphalt	20 tons	85.00	1,700.00
			$872,452.50
Flagging (57½% of Contractor's Cost)	All Required		$ 7,500.00
Salvage Slope Paving	All Required		100.00
Signing (Temporary)	All Required		200.00
			$ 7,800.00

Utilities

Work by Douglas Electric Coop.	All Required		$ 1,500.00
	Subtotal		$881,752.50
	10% Engr. & Cont.		88,174.50
	Total		$969,927.00

Type Code X221
Rice Hill Overcrossing (Sta. 1044+04.80 to Sta. 1044+99.80)

Remodel Overcrossing and Maintain Traffic	All Required		$ 4,000.00
Shoring, Cribbing, Etc.	All Required		2,000.00
Structural Excavation	120 cu.yds.	$ 6.00	720.00
Structural Excavation, Below Elevation Shown	10 cu.yds.	10.00	100.00
Furnish 10" BP 42# Steel Piling	240 lin.ft.	6.00	1,440.00
Drive Steel Piles	8 only	90.00	720.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (163 cu.yds. @ $75.00)	All Required		12,225.00
Metal Reinforcement (43,850 lbs. @ $0.135)	All Required		5,919.75
	Subtotal		$ 27,204.75
	10% Engr. & Cont.		2,720.25
	Total		$ 29,925.00

Length of Roadway - - - - - - - - - - - 2.797 Miles
Length of 1 Structure - - - - - - - - - - 0.018 Mile
Length of 1 Structure - - - - - - - - - - 0.000 Mile (Exceptions)
Total Length- - - - - - - - - - - - - - 2.815 Miles
Cost of Roadway Per Mile - - - - - - - $346,774.04

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$969,927.00	$892,000.00	$ 77,927.00
Structure	29,925.00	27,000.00	2,925.00
	$999,852.00	$919,000.00	$ 80,852.00

Federal-Aid
Project No. I-5-3(39)148

Oregon State Highway Department

YONCALLA INTERCHANGE-RICE HILL SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement).

Salem, Oregon, June 1, 1962

Type Code 6201
Roadway (Sta. 951+44.74 to Sta. 1099+50.79 = 1237+00)

Clearing and Grubbing	All	Required		$ 10,000.00
Removal of Pavement	2,460	sq.yds.	$0.65	1,599.00
Drainage Excavation, Unclassified	5,090	cu.yds.	3.00	15,270.00
General Excavation, Unclassified	359,000	cu.yds.	0.36	129,240.00
Short Overhaul	1,790,000	yd.sta.	0.01	17,900.00
Long Overhaul	217,000	C-yd.sta.	0.35	75,950.00
Furnishing and Placing Topsoil	6,000	cu.yds.	1.50	9,000.00
Finishing Roadbed and Slopes	All	Required		3,000.00
Rounding Cutbanks	5,840	lin.ft.	0.20	1,168.00
Seeding	32	acres	125.00	4,000.00
Mulching	32	acres	150.00	4,800.00
Grass Seed, Creeping Red Fescue	370	lbs.	0.40	148.00
Grass Seed, Chewings Fescue	250	lbs.	0.30	75.00
Grass Seed, Perennial Ryegrass	120	lbs.	0.30	36.00
Dutch White Clover	80	lbs.	0.95	76.00
Inorganic Fertilizer, 10-16-8	110	cwt.	5.50	605.00
12-inch Concrete Pipe	270	lin.ft.	2.50	675.00
15-inch Concrete Pipe	70	lin.ft.	3.50	245.00
18-inch Concrete Pipe	270	lin.ft.	4.50	1,215.00
24-inch Concrete Pipe	280	lin.ft.	6.00	1,680.00
36-inch Concrete Pipe	50	lin.ft.	10.00	500.00
8-inch Corrugated Metal Pipe	70	lin.ft.	2.50	175.00
15-inch Corrugated Metal Pipe	110	lin.ft.	4.25	467.50
18-inch Corrugated Metal Pipe	720	lin.ft.	5.00	3,600.00
24-inch Corrugated Metal Pipe	100	lin.ft.	7.50	750.00
36-inch Corrugated Metal Pipe	100	lin.ft.	14.50	1,450.00
60-inch Corrugated Metal Pipe	270	lin.ft.	32.00	8,640.00
Extra for Pipe under Pavement	2,450	lin.ft.	2.50	6,125.00
12-inch Culvert End Sections	4	only	30.00	120.00
15-inch Culvert End Sections	4	only	40.00	160.00
18-inch Culvert End Sections	9	only	50.00	450.00
24-inch Culvert End Sections	5	only	65.00	325.00
36-inch Culvert End Sections	1	only	175.00	175.00
6-inch Metal Drain Pipe	460	lin.ft.	2.00	920.00
6-inch Perforated Metal Drain Pipe	9,080	lin.ft.	2.00	18,160.00
8-inch Perforated Metal Drain Pipe	1,300	lin.ft.	2.50	3,250.00
Special Backfill in Drains	980	cu.yds.	6.00	5,880.00
Salvage and Reinstall Culvert Pipe	56	lin.ft.	4.00	224.00
Salvage and Stockpile Culvert Pipe	56	lin.ft.	8.00	448.00
Concrete Inlets, Type "G"	4	only	110.00	440.00
Adjustment of Inlets	4	only	25.00	100.00
Loose Riprap	540	cu.yds.	3.50	1,890.00

Class "A" Concrete in Box Culvert	90 cu.yds.	$52.00	$ 4,680.00
Metal Reinforcement in Box Culvert	15,000 lbs.	0.14	2,100.00
Type 2 Fence	700 rods	6.50	4,550.00
Type 3 Fence	60 rods	17.50	1,050.00
Salvage and Reinstall Type 2 Fence	160 rods	4.50	720.00
Salvage and Reinstall Type 3 Fence	90 rods	7.50	675.00
16' x 48" Metal Gates	1 only	70.00	70.00
20' x 48" Metal Gates	1 only	85.00	85.00
Salvage and Stockpile Guard Rail	400 lin.ft.	1.50	600.00
Metal Guard Rail	5,400 lin.ft.	2.50	13,500.00
Metal Median Barrier	14,000 lin.ft.	3.75	52,500.00
Guide Posts, PW-1	150 only	7.50	1,125.00
Guide Posts, PY-2	100 only	8.50	850.00
Guide Posts, PY-3	2 only	9.00	18.00
Coarse Crushed Material in Base	99,300 tons	2.25	223,425.00
3/4" - 0 Material in Base	13,600 tons	2.35	31,960.00
Sprinkling	2,140 M-gal.	3.00	6,420.00
Preparation of Base	All Required		1,200.00
3/4" - 0 Material in Binder Course	430 cu.yds.	4.50	1,935.00
RC-250 Asphalt	66 tons	46.00	3,036.00
Asphaltic Concrete Mixture	25,600 tons	4.75	121,600.00
Asphalt in Mixture	1,400 tons	36.00	50,400.00
RS-1 Asphalt	9 tons	75.00	675.00
Extra for Paving Approaches	3 only	30.00	90.00
Asphaltic Concrete Traffic Markers, Type L	500 lin.ft.	1.00	500.00
Illumination Installation and Flasher Equipment Removal, Complete	All Required		200.00
Removal of Existing Sign Installation	All Required		200.00
Furnish 8" BP 36# Steel Piling	162 lin.ft.	5.00	810.00
Drive Steel Piles	12 only	65.00	780.00
Metal Sign Posts	All Required		560.00
Wood Sign Posts	All Required		580.00
Type "B" Signs in Place	45 sq.ft.	7.20	324.00
Type "C" and "D" Signs in Place	272 sq.ft.	3.75	1,020.00
Type "E", "F" and "G" Signs in Place	53 sq.ft.	4.00	212.00
Type "P" Signs in Place	26 sq.ft.	5.00	130.00
Type "A" Signs in Place	360 sq.ft.	7.10	2,556.00
			$862,067.50
Flagging (57½% of Contractor's Cost)	All Required		$ 7,500.00
Salvage Slope Paving	All Required		100.00
Signing (Temporary)	All Required		200.00
			$ 7,800.00
Utilities			
Work by Douglas Electric Co-op.	All Required		$ 1,500.00
	Subtotal		$871,367.50
	10% Engr. & Cont.		87,136.50
	Total		$958,504.00

Type Code X221
Rice Hill Overcrossing (Sta. 1044+04.80 to Sta. 1044+99.80)

Remodel Overcrossing and Maintain Traffic	All Required		$ 4,000.00
Shoring, Cribbing, etc.	All Required		2,000.00
Structural Excavation	120 cu.yds.	$6.00	720.00
Structural Excavation Below Elevation Shown	10 cu.yds.	10.00	100.00
Furnish 10" BP 42# Steel Piling	240 lin.ft.	6.00	1,440.00
Drive Steel Piles	8 only	90.00	720.00
Splise Steel Piles	2 only	40.00	80.00
Class "A" Concrete (163 cu.yds. at $75.00)	All Required		12,225.00
Metal Reinforcement (43,850 lbs. at $0.135)	All Required		5,919.75
	Subtotal		$ 27,204.75
	10% Engr. & Cont.		2,720.25
	Total		$ 29,925.00

Length of Roadway - - - - - -	2.797 Miles
Length of 1 Structure - - - -	0.018 Mile
Length of 1 Structure - - - -	0.000 Mile (Exceptions)
Total Length- - - - - - - - -	2.815 Miles
Cost of Roadway Per Mile- - -	$342,690.02

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$958,504.00	$881,000.00	$77,504.00
Structure	29,925.00	27,000.00	2,925.00
	$988,429.00	$908,000.00	$80,429.00

A

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JUL 6 - 1965
FOR FILING

I-5-3(39)148

SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1965

To: Mr. L. H. Young
Office Engineer

BUILDING

SUBJECT: Salvaged Materials
12th St.-N. Ashland Section
-and-
Yoncalla Interchange-Rice Hill Section
Pacific Highway

Reference is made to Bureau of Public Roads Memorandum dated May 27, 1965, questioning the salvage value assigned to certain items salvaged on the subject projects.

These values have been reviewed by the Resident and Division Engineers and copies of their letters justifying these values are attached. Also attached is a justification by our Cost Analyst concerning the salvage value of the Type 1 fence.

NOTED
F. B. KLABOE

You also requested that we determine the salvage value of two more bid items on the Yoncalla Interchange-Rice Hill project. These items' value and their present location are indicated in the attached letter from the Resident Engineer.

F. D. Morgan
Construction Engineer

By

D. E. Swan
Staff Assistant

DES:bjm
Attachments

cc: F. B. Klaboe
L. R. Backlund - BPR
C. P. Laux
M. N. Juve

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JUL 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 9 - 1965

FOR FILING

SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

June 7, 1965

SUBJECT: Salvaged Materials
Yoncalla Interchange-Rice Hill Section
Pacific Highway
Contract No. 6122

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon 97470

My letter of March 25, 1965 concerning a Bureau of Public Roads review and audit of credits due for materials salvaged and stockpiled should have included the following items:

1. Illumination, installation, flasher equipment removal, complete.
2. Removal of existing sign installation.

The value of these items have to be credited to the project if they were stockpiled. We have to know the location of the stockpiled materials and their value. Please supply this office with the above information.

F. D. Morgan
Construction Engineer

DES:bjm
Attachments

cc: F. B. Klaboe
L. R. Backlund - BPR
L. H. Young
C. P. Laux
M. N. Juve

RECEIVED
JUN 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street, NE
Salem, Oregon 97301

May 27, 1965

CS-35.5

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Orig. signed by
L. R. Backlund
Admin. Manager

By:
L. R. Backlund
Administrative Manager

A. W. Parsons, Division Engineer
Salem, Oregon

Audit Report No. 13, Item I
L. H. Young's memorandum - 5/19/65

We have reviewed the salvage value established for material stockpiled submitted with Mr. Young's above referenced letter. Our comments are as follows:

I-5-1(37)12, Contract 6090, Type 1 fence, 640 feet

Salvage value of $28.00 for 640' of type 1 fence computes a value of .72/rod as compared to average bid price of 6.20/rod. The 10% value assigned to the wire indicates it was not worth salvaging. It is felt that additional support is in order to substantiate this low value. The cost to salvage this wire was $116.37.

I-5-1(40)16, Contract 6172, [illegible]' guard rail, 21 guide posts

The salvage value assigned is acceptable.

I-5-1(44)12, Contract 6172, 120' culvert pipe

The salvage value of $60.00 is reasonable.

I-5-3(30)148, Contract 6122, 60' culvert pipe, 375' guard rail

Salvage value for culvert pipe is reasonable.

Sixteen cents (16¢) lineal foot for salvaged guard rail is low if guard rail was worth salvaging. Usually guard rail is not salvaged unless in good condition. Additional support should be furnished for this low value. Please note that a value of 95¢ for guard rail was assigned on Contract 6172.

I-80N-3(18)70, Contract 6203, 352 guide posts

The value assigned is acceptable.

Please furnish additional information on the items questioned.

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1965
FILING

I 5-1 (39) 148

FORM
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 16, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Subj: North Rice Hill Interchange
Pacific Highway
Douglas County

Dear Sir:

Herewith a sketch map of a portion of the subject interchange. Shown cross-hatched, in red, is a proposed access revision as well as an existing connection. It is the intention of a local developer to construct a frontage road opposite our existing frontage road and extend northerly with businesses on either side.

Had it not been for the costly construction over the channel change, the Highway Department would probably have located the access in this position with the initial construction. Designwise, having a continuous frontage road across the ramp terminals is standard practice in many locations.

Your concurrence on this revision is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

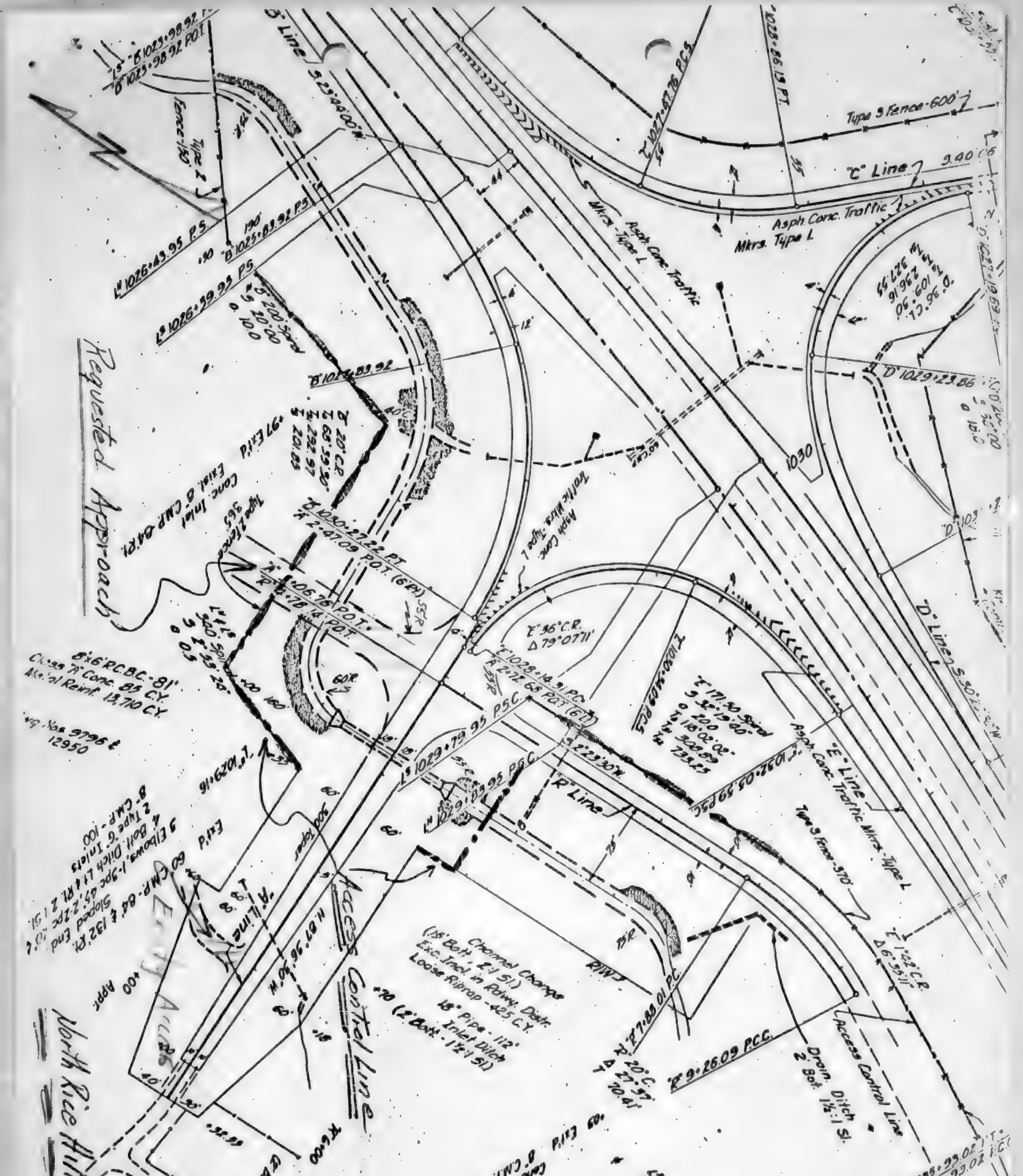
By A. D. Olson

A. D. Olson
Urban Engineer

Enclo.

NOTED
LLOYD P. SHAW

DNS:jp
cc: Lloyd P. Shaw ✓


"B" Line S 23°40'00" W
"B" 1023+98.92 P.O.T.
Type 2 Fence 180'
"L" 1026+43.95 P.S.
"B" 1025+83.92 P.S.
190'
"L" 1026+39.95 P.S.
"B" 200' Spiral
Requested Approach
"C" Line
Type 3 Fence 600'
Asph. Conc. Traffic Mkrs. Type L
"D" 1029+23.86
1030
"D" Line
"E" 96° C.R.
Δ 79°07'11"
"E" 1028+18.31 P.C.
1029+79.95 P.S.C.
"R" Line
"E" Line
Asph. Conc. Traffic Mkrs. Type L
Type 3 Fence 370'
8'x6' R.C.B.C. 81'
Class "A" Conc. 85 C.Y.
Metal Reinf. 13,710 C.Y.
Dwg. Nos. 9796 & 12950
"A" Line
Access Control Line
Channel Change (15' Bott. 2:1 Sl.)
Exc. Incl. in Rdwy. Distr.
Loose Riprap 425 C.Y.
18" Pipe 112'
Inlet Ditch
+70 (2' Bott. 1½:1 Sl.)
"R" 7+89.01 P.C.
"R" 9+26.09 P.C.C.
"E" 1½° C.R.
Δ 6°35'11"
Drain. Ditch 2' Bot. 1½:1 Sl.
Access Control Line
"E" 1035+99.02 I.T.
"L" 1035+99.02 I.C.C.
Conc. Inlet
Exist. 8" C.M.P. 45 Rt.
18" Pipe 26'
2 End Sec.
Outlet Ditch
(2' Bott. 3:1 Slopes)
North Rice Hill Int.

RECEIVED
SEP 21 1964
FOR FILING

September 18, 1964

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #6122 awarded to Roy L. Houck Sons' Corp., for grading-paving-structure-signing the Yoncalla Interchange-Rice Hill Section of Pacific Highway in Douglas County, was completed June 13, 1964 and accepted by the Highway Commission on September 17, 1964.

Final payment, in the amount of $38,774.45 will be released to the contractor after September 25, 1964. The total contract amount is $959,020.18 including $36,268.76 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Roy L. Houck Sons' Corp.,
P. O. Box 671
Salem, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

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SEP 18 1964
FOR FILING

6122

September 17, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed June 13 on Contract No. 6122. The contract was with Roy L. Houck Sons' Corp. and was for grading, paving, structure and signing on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 17, 1964, and that you concur in this procedure at the Commission meeting on October 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:bbc

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1964

FOR FILING

Form OD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

DATE: July 17, 1964

In reply refer to: 08-35.2-EC

By: T. Dec T. Dec
Engineering Coordinator

SUBJECT: 1965 Interstate Cost Estimate
Oregon Project I-5-3(39)148
Yoncalla Junction-Rice Hill Section
Pavement Overlay

Mr. Decker's June 26, 1964 letter requested reconsideration of our June 10, 1964 action advising that costs for an additional 1-1/2 inches of asphaltic concrete pavement for the subject section should be excluded from the present estimate. Mr. Shaw's June 11, 1964 letter had included this same section with others constructed with 1956 Act Interstate funds requesting comparable action.

As stated in our June 16, 1964 memorandum in response to Mr. Shaw, excluding cost for such work is necessary unless the requirements of Instructional Memorandum 21-1-62 have been met. Your design procedures at the time plans were prepared did not support the need for an overlay comparable to procedures now being developed under your May 14, 1964 inter-department correspondence on base design setting up "true stage construction." Though plans did show a dotted line indicating a 1-1/2 inch overlay at some time in the future, no justification was presented that such an additional surface course was dictated by structural requirements of an ultimate design adequate for the design year. Consequently, such a line merely indicates a procedure whereby an originally well constructed but worn-out bituminous surface could be reconstructed if the past service life of the former surface indicates that structural requirements do not require increased thickness. Such an operation could be construed as reconstruction, however, reconstruction or repair of a surface accepted as conforming to standard is not eligible for Interstate financing, in line with a Comptroller General's decision on utilization of such funds.

Though we had previously indicated that traffic usage might indicate the need for additional thickness of the pavement structure, thereby providing justification for such additional work, we know of no State which has established eligibility for financing overlays with Interstate funds on this basis at the present time. Modification of pavement design procedures which may be developed on the basis of further experience or

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

original To Decker
7-29-64

NOTED
LLOYD P. SHAW

change in thinking which indicates that a greater thickness is required than that determined by previously acceptable designs apparently does not in itself establish eligibility of such work.

Our previous non-approval of the inclusion of the cost estimate of the overlay on the subject section was influenced by the situation outlined herein rather than mere comparison with the adjoining section. We again urge exclusion of costs for such work in your present estimate, thereby avoiding the necessity to make an adjustment in the total estimate for use in establishing apportionment factors.

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JUL 15 1964

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JOE DENT STORY

File R-34373 - Anderson, Fee Owner, and Harryman & Fleck, Contract Purchasers

1. Harryman & Fleck were in partnership with Dent at one time. Not during the time of this matter.

2. Dent hired by Division Office to appraise for State
   (A) Dent does not advise of prior association
   (B) Our local office knew of prior association

3. Harryman attempted to hire Dent - but after Dent's employment by us.

4. Dent refused assignment

5. Staff Appraiser, John Lucas' appraisal $2,245.00
   Dent's appraisal $8,000.00

6. BPR - Mathias thought might be conflict of interest

7. Hearing held Chief Counsel's Office
   Present: Dent, Mathias, Lindas, Wright, Rohde & Holt

8. Dent admits friendship and prior partnership with Harryman.

9. Dent denies his appraisal other than objective. Stated his figure never discussed with or disclosed to Harryman.

10. Consensus - Legal & Right of Way - Poor judgment on Dent's part but no attempt to defraud. His appraisal objective.

11. Hired new fee appraiser - Cap Vandagrift, Medford
    His appraisal $8,650.00

12. Landowner's appraiser - J. Rodman,MAI, Eugene
    His appraisal $8,440.00

13. Reviewed at $8,650.00

14. Settlement at $8,750.00

    (Two attorneys in case on defendants' side. One for Fleck, one for Harryman. Attorney Fees would have to be paid in event of trial estimated at $2,000, more or less.)

15. Dent admonished to disclose all relationships in future.

16. Our local men advised not to hire if they know of relationships between landowners and appraisers.

Parcel 34373
Ronald B. Harryman, Owner
Joseph W. Dent, Fee Appraiser

The Bureau's Division Office in Oregon became especially interested in this parcel in the spring of 1962, when a spot check of appraisals in State files by the Division Office revealed a possible conflict of interest on the part of Joseph W. Dent, who appraised this parcel as fee appraiser.

Parcel 34373 consisted of a taking of approximately 2.93 acres from a 10-acre tract owned by Ronald Harryman. In the spring of 1962 the State Appraiser valued the 10 acres at $6,700 and the taking at $2,950. Fee Appraiser Dent valued the 10 acres at $12,000 and the taking at $8,000. Another fee appraiser valued it at $2,400, which figure was accepted by the Review Appraiser. Mr. Lindas, in his March 13 letter, said that an additional fee appraisal had been obtained and that this appraiser and the appraiser for the property owner had submitted values in the same general area of Dent.

The 10 acres had been purchased in July 1957 by Ronald Harryman and John M. Fleck, but Fleck divested himself of his interest on 5-11-62, four days prior to Dent's assignment as fee appraiser by the State. Mr. Fleck, incidentally, advised our representatives that $2,400 was adequate compensation for the taking. The State employee who was interviewed by our representatives advised also that Mr. Fleck had mentioned this to him. Preliminary inquiry by our Oregon Division Office revealed that Harryman, Fleck and Dent had on previous occasion been engaged in a business relationship.

Our Division Office called this information to the attention of Mr. Forrest Cooper on August 14, 1962, and to Mr. Lindas on August 20, 1962. Mr. Lindas ordered an investigation and followed it with a hearing in his office on 9-10-62 to determine if a conflict of interest case did exist between Harryman and Dent.

According to a BPR representative in the hearing, Dent said he originally sold the 10-acre tract to Harryman in 1957. Dent said that he was also presently giving Harryman advice as to investments and business activities. He said his business partnership with Harryman had terminated in 1957. Dent told those in attendance at the hearing that he did not divulge his past and present relationship with Harryman to the State when he received the assignment to appraise this taking, but he stated this relationship was well-known to State Highway Department officials in Roseburg. Dent said that despite this relationship he felt this appraisal to be fair and without prejudice.

On October 9, 1962, Mr. Lindas advised our Oregon Division Office that it was his opinion as a result of this hearing that Dent had tried to do an objective job and while he, Lindas, felt that Dent was guilty of bad judgment, he did not feel that Dent was guilty of any intent to be a party to defrauding the State or Federal Government. Mr. Lindas said it was his intent to admonish Dent that in the future he must disclose any relationship with property owners whose property he might be employed to appraise. Mr. Lindas said he was also advising Highway Department right-of-way personnel that they were not to employ anyone when they knew he had close business and personal relationships with the property owner.

Since this association of Dent and Harryman appeared to be unusually close and since in some respects this taking was similar to the Damort land case in Massachusetts, it was decided that two representatives from the Office of Audits and Investigations should inquire further into this taking, including interview with Mr. Dent.

Upon arrival in Portland on 2-25-63, our representatives advised our Regional Engineer and two of his staff of the purpose of their visit and the nature of their inquiry. The next day our representatives similarly advised Acting Division Engineer Dec in Salem and the Division Right-of-Way Appraiser.

On February 27 they looked over the property in question with the Division's Right-of-Way Appraiser. The following day and prior to any contact with State personnel, our representatives and Mr. Dec met with Mr. Porter, Deputy Chief Highway Engineer, who was acting in Mr. Forrest Cooper's absence and told him of the nature of their inquiry. At no time in any conversation was it mentioned that Mr. Lindas should be contacted.

I realize from Mr. Lindas' letter that he considers our representatives to be discourteous, but they did as they have done in other States, they went to the head of the Highway Department and advised him of the nature of our inquiry. They apparently were not aware of the division of authority on right-of-way matters in the State of Oregon. I realize from Mr. Lindas' letter of March 13 that he had conducted an investigation of Mr. Dent's activities and had a complete file on the matter. However, our investigators had access to all information furnished by Mr. Lindas to the Bureau and felt that additional contact with him in this regard was unnecessary.

Our representatives are now preparing a report of their findings.

Project F-102(4)
Vernie L. Jarl, Contractor

During an audit of the final claim on the above captioned project, our Oregon Division Office discovered what appeared to be unauthorized subcontracting by Vernie L. Jarl, contractor. Despite this apparent subcontracting, there was a memorandum in file dated 11-17-60 signed by Jarl, stating that there were no subcontractors on this project and all persons who worked on it were carried on his payroll. There was also a memorandum in files signed by Vernon Schull, State Resident Engineer, dated 11-17-60, stating that there were no subcontractors on this project and that on this project he mistakenly sent in payroll statements from others than Vernie Jarl as being from subcontractors.

This, like the right-of-way conflict of interest case was unusual on its face and there appeared to be a false official statement in file. This case also raised a question as to the reasons for this obvious discrepancy. Since our representatives were going to Oregon to look into the possible right-of-way conflict of interest case, they also were asked to inquire into this matter.

When our representatives arrived in Portland on 2-25-63, they discussed this case with the Regional Engineer and two staff members. After arriving in Salem, Oregon, they discussed it with Acting Division Engineer Dec and on February 28, went with Mr. Dec to see Mr. Porter, Deputy Chief Engineer, who was acting in Mr. Forrest Cooper's absence, and explained the nature of their inquiry to him. No State personnel were interviewed prior to their speaking to Mr. Porter.

Our representatives told Mr. Porter they were going to interview both Jarl and Schull and Mr. Porter suggested other names for interview. At no time during this period was it suggested to our representatives that they interview Mr. Lindas.

Our representatives are preparing their report of the findings, but in order that there will be an understanding as to what did occur in this case, some of the information furnished to our representatives by Mr. Schull and Mr. Jarl and the circumstances surrounding these interviews are set forth. The statements furnished by Mr. Schull and Mr. Jarl are in conflict.

Mr. Schull was interviewed by representatives on March 9 in the Resident Engineer's shack near Dallas Dam from 2:35 p.m. to 6:30 p.m. Mr. Schull was extremely cooperative and helpful. He was advised of his rights to an attorney, that he not make any statements that might incriminate him, and an explanation was made to him of the action that could be taken against him if derogatory information was furnished. The time that our representatives spent with him, which was nearly four hours, including review of State records and the typing of a statement which he furnished concerning his role in this case. During the interview, he was asked on several occasions if he received any gratuity or payment from Mr. Jarl. This he denied. Mr. Schull volunteered to have his statement notarized and went to considerable trouble to have this done.

Since there definitely was unauthorized subcontracting on this project, Mr. Schull was asked why he had prepared the memorandum of 11-17-60, which appears in file. In explanation Mr. Schull said he asked Jarl in November 1960 if he had subcontracting on this project as he, Schull, had received weekly payroll statements for subcontractors. Jarl told him that he carried the entire payroll himself and that he had no subcontractors. Schull said he asked Jarl for a statement to that effect and Jarl gave it to him. Mr. Schull said he believed Jarl had not submitted subcontractors to the State for approval and had made some arrangement or agreement with the subcontractor and that he, Jarl, had made a mistake in sending the payroll to the State Highway Department.

Mr. Schull said he did not check with the subcontractors at that time, but that he discussed the matter with his superiors at that time. Schull said a check of the records today reveals that there were subcontractors on this project.

Apparently following the interview with Mr. Schull, Mr. Schull on March 11 wrote to his superiors. His letter is quoted here because it states Mr. Schull's reaction to our representatives.

> "Saturday P.M. March 9, 1963, I spent several hours with Mr. Newman and Mr. Silcott in my office regarding Vernie Jarl's foul-up on Sub-Contracting on The Dalles-Eightmile Job.
>
> "They advised me that I could have a lawyer present, but as I do not believe I have committed a crime and could not see where a lawyer was necessary I gave them the enclosed statement.
>
> "I know that I discussed this with you and also with Mr. Schwiesow at the time but have no records at all of just what was said. I do remember that everyone advised me to get a signed statement from Jarl and it would clear me of further involvment. However these BPR men from Washington take a very dim view of my actions and questioned me for hours as to whether or not Jarl paid me off.
>
> "These same two men questioned Jarl yesterday and its hard to tell what Jarl told them. They will also contact Mr. Schwiesow and maybe you. I did not remember, with any certainty, who else I talked to about this in Salem, so mentioned no other names.
>
> "Mr. Newman did most of the talking and indicated that he considers my statement to be weak.
>
> "My main concern at this time is to know what reaction I can expect from yourself and other Highway officials. Mr. Newman also

> indicated that there would be some sort of prosecution with possible barring of either Jarl and (or) myself from any further work involving Federal Aide money. If I am required to stand trial can I expect the services of a Highway Dept. lawyer or will I be fired and thrown to the dogs.
>
> "Please advise."

In our representatives' interview with Mr. Jarl on March 10, 1963, he said that Mr. Schull told him in October 1960 that no subcontracts had been submitted on this job and he wanted this in writing. He said that Schull gave him a memorandum on 11-17-60 which stated there were no subcontractors on this job and that he, Jarl, taking to to mean that no subcontractors were submitted, signed it. He said, however, that when he signed this note, he believed it did not contain the last sentence which reads, "All persons who worked on this project were carried on my payroll."

Our representatives tried to ascertain what did occur, for it appears that conflicting stories as to what did occur are on record. They are now submitting their reports as to their findings.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON 25, D.C.

APR 12 1963

IN REPLY REFER TO:
31-01.1

AIRMAIL

Mr. Forrest L. Cooper
State Highway Engineer
Oregon State Highway Department
State Highway Building
Salem 10, Oregon

Dear Forrest:

I note from Mr. Leonard I. Lindas' letter to me of March 13, 1963, and from other memoranda which he prepared, that you are currently informed of the action he has taken as a result of our inquiry into the two matters affecting the Oregon State Highway Department. I wish that these matters had been called to my attention before his action was taken, for I feel that difficulties of this nature should be settled as quickly as possible through mutual discussion of the problems involved.

After receiving Mr. Lindas' letter, I asked our Office of Audits and Investigations, since their investigative report was not completed, to furnish me with sufficient information so I would be cognizant of the basic problems involved. I have enclosed a copy for your information. I have also enclosed a copy of my letter to Mr. Lindas with regard to these matters.

It would be appreciated if you would let me know when you would be available to discuss these problems and whether you believe other State officials should also be present, for I desire that effective working relations be restored. I have asked Mr. Joseph M. O'Connor, Mr. George McInturff, or Mr. William Thornton to meet with you and Mr. Lindas unless the memorandum of the Office of Audits and Investigations which is enclosed is considered a satisfactory explanation of the events as they did occur, and normal operations can be resumed.

[illegible]

Sincerely yours,

Rex M. Whitton
Federal Highway Administrator

Enclosures

RECEIVED
APR 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

APR 1 , 1963

31-01.1

AIRMAIL

Mr. L. I. Lindas
Chief Counsel
Oregon State Highway Department
State Highway Building
Salem 10, Oregon

Dear Mr. Lindas:

Upon receipt of your March 13, 1963, letter, I asked our Office of Audits and Investigations to inquire into those matters mentioned in your letter, and I have asked Mr. Joseph M. O'Connor, Director of that Office, to make himself and his assistants for that area available to meet with you and Mr. Forrest Cooper and any other State officials deemed necessary in order that a workable businesslike relationship might be established in their field of responsibility with the Oregon State Highway Department. This, of course, would not be necessary if the enclosed copy of a memorandum prepared by the Office of Audits and Investigations, which was submitted to apprise me of the basic problems involved, is considered as a satisfactory basis for the restoration of normal operating procedures.

I regret that unilateral action has already been taken, because it is my sincere belief that these matters and other operational problems that arise can be resolved through frank and open discussion. I felt that I should also write to Mr. Forrest Cooper concerning these matters, and for your information I have enclosed a copy of my letter to him.

Sincerely yours,

REX M. WHITTON

Rex M. Whitton
Federal Highway Administrator

March 13, 1963

AIR MAIL

Mr. Rex Whitton
Federal Highway Administrator
Bureau of Public Roads
Washington 25, D. C.

Dear Mr. Whitton:

Some time ago, Mr. Charles Mathias, Bureau of Public Roads Division Appraiser, investigated the matter of a possible conflict of interest involving one Joe Dent, an independent fee appraiser of Roseburg, Oregon.

Mr. Dent had been employed by this Department to appraise property belonging to a Mr. Ronald E. Harriman. Facts later came to our attention that Mr. Harriman and Mr. Dent at one time were in business together as partners, although at the time Mr. Dent made his appraisal he was not. Nevertheless, an investigation was made by this Department, Mr. Dent being called to Salem, at which time he was interviewed by myself, our Right of Way Engineer and Mr. Charles Mathias, the Bureau of Public Roads Right of Way Officer. The results of our investigation are fully documented and are in our file. While it might be that Mr. Dent exercised poor judgment in accepting this assignment, I am convinced he was honest in the opinion he rendered.

Later events proved that his evaluation was correct. After the above conference, we employed another independent fee appraiser from Medford, Oregon, to evaluate the property, and his evaluation was in the same area as Mr. Dent. The landowner's appraiser, Mr. James Rodman of Eugene, Oregon, an M.A.I. and a very qualified man who has been used by us on numerous occasions, appraised the property for the landowner. A copy of his appraisal is in our file. The amount reached by Mr. Rodman is in the same area as that reached by Mr. Vandagrift, our second fee appraiser, and Mr. Dent, the man under investigation.

I give you this background because I was later informed by Mr. Mathias that two men comprising an investigation team from Washington were sent out to look into the matter. They did arrive and apparently went directly to Roseburg where they interviewed our Chief of Tax Supervision and one of our Chief of Tax Appraisers. They [illegible] have interviewed [illegible] and [illegible] others of which I do not have any knowledge at this time.

This letter is being written to you simply because I think that these two gentlemen were [illegible], at least discourteous, if nothing else, for their failure to come to my office or to the office of Mr. [illegible], our Chief of our Engineers, to interview us in connection with their investigation of the matter. The complete legal file was in my office, and consequently whatever investigation they made was without the benefit of the complete file, and to that extent at least, cannot be a comprehensive review of this matter. This is not to say that they are not entitled to make an investigation since we welcome it, but I simply think that this Department is entitled to the courtesy of a call when our supervising [illegible] comes to this State to investigate a matter involving our Department, particularly since we are advised they were coming by your Division Office.

I have no knowledge whether they are going to be critical of the affair that was brought to their attention or [illegible] so [illegible] it is a [illegible] nevertheless, I call this to your attention since I feel that at least the head the legal [illegible] of our Department, that is, myself and Mr. Wright, should have had an opportunity to express our opinion face-to-face with these gentlemen and to answer any questions that they may have in connection with their investigation.

I thank you for whatever consideration you can give this, and I remain,

Very truly yours,

L. I. [illegible]
Chief Counsel

LIL:jm
cc: Mr. Forrest Cooper
Mr. Glenn L. Jackson
Mr. Kenneth N. Fridley
Mr. David B. Simpson

October 9, 1962

Mr. A. W. Parsons
Division Engineer Re: Conflict of Interest -
Bureau of Public Roads Joe Dent
477 Cottage Street, N. E. L-4001 R-34373
Salem, Oregon Harryman (Anderson)
Yoncalla Junction-Rice
Attention: Mr. Charles Mathias Hill Section
Division Appraiser Pacific Highway

Dear Mr. Mathias:

Following up on our investigation of the possibility that a conflict of interest existed between Mr. Joe Dent, an independent fee appraiser who was employed by the State Highway Commission to make an appraisal on the Harryman property, and the owner, we submit to you the following which is the result of our investigation concerning this matter.

You will recall that on September 7th, about 10:00 A.M., a meeting was held in my office at which time there was in attendance, besides yourself, Mr. Walter Wright, Chief Right of Way Engineer; Mr. Larry Holt, Administrative Assistant to Mr. Wright; Mr. George Rohde, Assistant Counsel of this department; and Mr. Joe Dent, an independent fee appraiser.

This meeting was held to ascertain, if possible, whether or not there was any conflict of interest between Mr. Dent and Mr. Harryman, the owner of the property; inasmuch as Mr. Dent and Mr. Harryman had been business partners sometime prior to the date of the appraisal and, further, that Mr. Dent was on the most friendly and sociable terms with Mr. Harryman.

You will recall at that time Mr. Dent readily admitted he and Mr. Harryman had been business partners for several years and that they were close personal friends and that Mr. Harryman had, in fact, approached him for the purpose of employing him to appraise the above property.

He, however, denied that he had, at the time of employment to make the appraisal, any business relationship with Mr. Harryman and, in fact, the prior business deals had been terminated several years prior thereto. He went on to describe the business dealing he had, how it began, and how it happened it was terminated.

You will further recall that Mr. Dent stated he had informed Mr. Harryman that he had already made an appraisal on the property for the Highway Department and did not discuss the matter with him any further. He also stated that in his opinion Mr. Harryman had no knowledge of the amount of the appraisal he, Mr. Dent, had made of the property and went on to state that while he realized now it would have been better to have made a full disclosure of his prior relationship and friendship with Mr. Harryman, nevertheless, he was quite sure, in his own mind, that he had not let this friendship influence him in making his appraisal. He stated he was somewhat suprised that we questioned his integrity.

He went on further to relate that the State employees in the Roseburg area were all well aware of his relationship and prior association with Mr. Harryman and were completely apprised of this fact at the time he was employed by the department to make the appraisal.

Following this meeting, and after a discussion with Mr. Wright and Mr. Rohde concerning the matter, and for the purpose of further checking Mr. Dent's appraisal to ascertain if, in fact, his appraisal was worthy of consideration, Mr. Carl Schmidt, our reviewing appraiser, was asked to go into the matter and to report to the Appraisal Supervisor, Mr. Carl Smith, which he did.

Mr. Schmidt, Mr. Marvin Hart and Mr. Leonard Riley, right of way agents of this department, met with Mr. Dent at the Roseburg office on the 21st of September last. The result of this meeting was that Mr. Dent would take another look at the property in light of their discussion and then indicate if he wished to revise his opinion in any manner.

On September 25th Mr. Dent wrote a report to this department in which he fully considered the matters discussed and came to the conclusion that his prior opinion was correct and had decided not to revise the values indicated by that appraisal. I am attaching to this report a copy of Mr. Schmidt's and Mr. Joe Dent's letter concerning this.

Mr. Walter Wright also investigated the assertion by Mr. Dent that our people were completely aware of Mr. Dent's relationship with Mr. Harryman at the time he was employed and we have come to the conclusion that they were.

Based upon all of the information that we have been able to obtain, after a complete investigation, it is our opinion that Mr. Dent, in this instance, tried to do an impartial and objective job of appraisal and there was no intent on his part to allow his friendship to influence his thinking or to otherwise misuse or abuse his ethics in any manner. It should be noted that Mr. Dent has been employed by us on numerous occasions and it was only because of the wide discrepancy in amount between his appraisal in this instance and that of the other appraiser that seemed to lend some weight to or point to an improper influence on his conclusion of value.

As you will recall, the value indicated by Mr. John Lucas, our line appraiser, was $2245 while Mr. Dent's appraisal was in the sum of $8,000. This latter sum being very close to the amount the owner was demanding, to wit: the sum of $8,500.

I think you must agree that in matters of conflict of interest every party should make a full disclosure of any relationships he had with the owners of the properties involved that might in some way have a tendency to influence him. Because of Mr. Dent's failure to do so in this case, it is regretable and unfortunate and he should be reprimanded for his failure. However, this reprimand should not, in the opinion of the undersigned, amount to a complete severance of all further relationships between this department and Mr. Dent.

It is, therefore, our intention to notify Mr. Dent of the result of our investigation in this matter and admonish him that in the future when employed by this department he must make a full disclosure of any relationship that exists between him and the property owner whose property he may be employed to appraise, whether that relationship is new or old.

We are further issuing orders to all members of the right of way department that they are under no circumstances to employ anyone to appraise property when they have knowledge that the individual employed had close business or social relationships with the party whose property is to be appraised. In other words, we are going to promulgate and issue to all right of way agents a set of rules to follow involving cases of this kind.

As I stated before, I am convinced that Mr. Dent tried to do an objective appraisal job in this instance and while I feel he was guilty of bad judgment, I do not feel he was guilty of any intent to be a party to defrauding the State of Oregon or the Federal Government.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:dc
Encl.

RECEIVED
JUL 1 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
R. L. PORTER

June 26, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Your Ref.: 08-35.4-DA
Oregon Project I-5-3(39)148
Yoncalla Junction-Rice Hill Section
Pacific Highway

ATTENTION: Mr. Ted Dec

Dear Sir:

Your June 10 Memorandum disapproved a request for an additional 1-1/2 inches of asphaltic concrete pavement for the subject section in the 1965 Interstate Cost Estimate. The basis for non-approval was comparison of surfacing depths on this section with the adjoining section to the north.

I believe an important factor, the typical soil for each section, was overlooked in this comparison. The typical soil for the Yoncalla Junction-Rice Hill Section, a fine grained silty clay, has an 'R' value of 6. That for the section adjoining on the north has an 'R' value of 28. This difference in strength values, with the same traffic classification, would call for a crushed base equivalency of 35 inches for the southerly section with an 'R' value of 6, and 27 inches for the northerly section with an 'R' value of 28. The material sources in this area are not considered, from a soundness standpoint, to be of top quality, and the plant mix base should not be given more than a 1 to 1 strength co-efficient.

This area serves remarkably to illustrate the thinking back of revisions in surfacing designs to provide greater durability and strength in the upper portion of the section. Only in a few areas where the quality of rock used has been the finest in quality has the older designs of 3-1/2 or 4 inches of asphaltic concrete alone served satisfactorily under present heavy traffic loads. Extra depths of rock, which must be considered to function on the bottom of the surfacing section cannot replace the value of more "muscle" in the upper portion which must take the full impact of traffic forces, and serve to dissipate these forces sufficiently to preserve the intended purpose of the lower rock portion.

The above conditions have become so apparent and frequent in the last few years that a change in design became imperative. I believe they prevail in this particular case, and along with the difference in soil strength values previously mentioned the 1-1/2 inches overlay requested is a minimum requirement. We ask your further consideration of including this amount in the 1965 Interstate Cost Estimate.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm

cc: R. L. Porter
L. P. Shaw
Jack Rowland
F. W. Yarbrough

[illegible]

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: June 19, 1964
SECTION	Yoncalla Inter.-Rice Hill	SECTION PREFIX 610-1080
HIGHWAY	Pacific	COUNTY Douglas

NAME OF JOB Yoncalla Inter.-Rice Hill	KIND OF WORK Grading, Paving, Struct., & Signing	
CONTRACTOR Roy L. Houck Sons' Corp.	CONTRACT NUMBER 6122	FEDERAL AID PROJECT NUMBER I-5-3(39)148
DATE OF CONTRACT June 29, 1962	DATE WORK STARTED July 5, 1962	ESTIMATED COMPLETION DATE June 13, 1964
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION:	SPECIFIED WORK DAYS 160	WORK DAYS USED 159
PROJECT AUTHORIZATION: $1,109,124.99	ENGINEERING AUTHORIZATION $100,000.00	PERCENT OF TIME ELAPSED 99%
EXCLUSIVE OF ENGINEERING: $1,009,124.99	ENGINEERING COST TO DATE $110,600.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 942,214.97	PERCENT OF AUTHORIZATION 110%	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6.63%	DATE PROJECT WAS COMPLETED: June 13, 1964	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	3.2	2.76			2.76
MILES PARTIALLY COMPLETED	0	0			0
MILES COMPLETED	3.2	2.76			2.76
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3.2	2.76			2.76
TOTAL QUANTITIES CORRECTED TO DATE	359,000	112,000			25,600
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	359,000	135,000			26,800
AVERAGE DAILY QUANTITIES	359,000	135,000			26,800
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	Workdays Charged	CAUSE OF DELAY
SUNDAY				
MONDAY	Showers		No	Project Completed
TUESDAY	Cloudy		No	
WEDNESDAY	Cloudy		No	
THURSDAY	Showers		No.	
FRIDAY	Cloudy		No	
SATURDAY				

CONSTRUCTION DIVISION
RECEIVED
JUN 22 1964
NOTED ☐ ☒ ☐ ☐ ☑ COS

RECEIVED
MAY 25 1964
FORM 2-30 80M 12-63 84676
FOR FILING

6122

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1964

SUBJECT: Sign Discoloration
Yoncalla-Rice Hill Sec. No. 6122
Judkins Point-Cottage Grove No. 6093
Cottage Grove-Divide No. 6163
Pacific Highway

To:

Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon

We have received a recommendation from Reichhold Chemicals, Inc., 2027 N. E. Alameda Street, Portland, for the painting of the backs of the plywood signs on these projects to restore the non-reflective black color as specified. The recommendation is:

1. Wash sign back with Xylol solvent to remove road dirt or accumulation of foreign material.

2. Roller coat one coat of Sherwin-Williams Industrial Kem-Lustral Enamel, Flat Black F 65 B 2 in accordance with manufacturer's instructions.

3. Allow at least 4 hours and preferebly 12 - 16 hours dry time before roll coating second coat.

4. Several days of favorable weather conditions should be allowed before paint is applied. Surface must be clean and dry before painting.

This method of correcting the discoloration is acceptable to this office and verbally approved by the Traffic Division and the Bureau of Public Roads. We suggest that you allow the contractor to do this work provided that there is no cost to the State, and further provided that replacement of signs will be made if the signs again discolor within the guarantee period.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

RECEIVED
[illegible]

NOTED
LLOYD P. SHAW

CHB:fp
cc A. W. Parsons
Lloyd Shaw
Tom Edwards
F. B. Crandall
Ivan Merchant
John Hagedorn
Geary Worth
Ellis Jones

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: June 19, 1964

SECTION: Yoncalla Inter.-Rice Hill

SECTION PREFIX: 610-1080

HIGHWAY: Pacific

COUNTY: Douglas

NAME OF JOB: Yoncalla Inter.-Rice Hill

KIND OF WORK: Grading, Paving, Struct., & Signing

CONTRACTOR: Roy L. Houck Sons' Corp.

CONTRACT NUMBER: 6122

FEDERAL AID PROJECT NUMBER: I-5-3(39)148

DATE OF CONTRACT: June 29, 1962

DATE WORK STARTED: July 5, 1962

ESTIMATED COMPLETION DATE: June 13, 1964

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 1 SUPERVISION:

SPECIFIED WORK DAYS: 160

WORK DAYS USED: 159

PROJECT AUTHORIZATION: $ 1,109,124.99

ENGINEERING AUTHORIZATION: $ 100,000.00

PERCENT OF TIME ELAPSED: 99%

EXCLUSIVE OF ENGINEERING: $ 1,009,124.99

ENGINEERING COST TO DATE: $ 110,600.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 942,214.97

PERCENT OF AUTHORIZATION: 110%

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6.63%

DATE PROJECT WAS COMPLETED: June 13, 1964

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	3.2	2.76			2.76
MILES PARTIALLY COMPLETED	0	0			0
MILES COMPLETED	3.2	2.76			2.76
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3.2	2.76			2.76
TOTAL QUANTITIES CORRECTED TO DATE	359,000	112,000			25,600
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	359,000	135,000			26,800
AVERAGE DAILY QUANTITIES	359,000	135,000			26,800
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	Workdays Charged	CAUSE OF DELAY
SUNDAY				
MONDAY	Showers		No	Project Completed
TUESDAY	Cloudy		No	
WEDNESDAY	Cloudy		No	
THURSDAY	Showers		No.	
FRIDAY	Cloudy		No	
SATURDAY				

CONSTRUCTION DIVISION
RECEIVED
JUN 22 1964

NOTED ☐ ☒ ☐ ☐ ☑
COR

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Project Completed
TUESDAY	" "
WEDNESDAY	" "
THURSDAY	" "
FRIDAY	" "
SATURDAY	

REMARKS

Project Completed.

Contractor replaced the two 36" Rt. Shields on Saturday, June 13, 1964, thereby completing project.

This is the final Field Engineer's Weekly Report.

Semi-Final was submitted on Thursday, June 18, 1964.

J R Hagedorn

SIGNED J. R. Hagedorn, Resident Engineer

ADDRESS Roseburg, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
MAY 25 1964
FORM 8-90 90M 12-63 84676
FOR FILING
6122

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1964

SUBJECT: Sign Discoloration
Yoncalla-Rice Hill Sec. No. 6122
Judkins Point-Cottage Grove No. 6093
Cottage Grove-Divide No. 6163
Pacific Highway

To:

Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon

We have received a recommendation from Reichhold Chemicals, Inc., 2027 N. E. Alameda Street, Portland, for the painting of the backs of the plywood signs on these projects to restore the non-reflective black color as specified. The recommendation is:

1. Wash sign back with Xylol solvent to remove road dirt or accumulation of foreign material.

2. Roller coat one coat of Sherwin-Williams Industrial Kem-Lustral Enamel, Flat Black F 65 B 2 in accordance with manufacturer's instructions.

3. Allow at least 4 hours and preferably 12 - 16 hours dry time before roll coating second coat.

4. Several days of favorable weather conditions should be allowed before paint is applied. Surface must be clean and dry before painting.

This method of correcting the discoloration is acceptable to this office and verbally approved by the Traffic Division and the Bureau of Public Roads. We suggest that you allow the contractor to do this work provided that there is no cost to the State, and further provided that replacement of signs will be made if the signs again discolor within the guarantee period.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

NOTED
LLOYD P. SHAW

CHB:fp
cc A. W. Parsons
Lloyd Shaw
Tom Edwards
F. B. Crandall
Ivan Merchant
John Hagedorn
Geary Worth
Ellis Jones

RECEIVED
FEB 4 - 1964

FOR FILING

[illegible]
1192

February 4, 1964

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon 97310

Dear Mr. Appling:

Attached for your files and records are duplicate originals of the following speed zone resolutions:

(1) "Speed Zone Resolution No. 407" adopted by the Commission on August 29, 1963, N. Ashland-S. Ashland Section, Pacific Highway, Jackson County. Speed zone became effective on January 22, 1964, when highway was completed to Interstate Standards.

(2) "Speed Zone Resolution No. 415" adopted by the Commission on October 10, 1963, Yoncalla Interchange-Rice Hill Interchange, Pacific Highway, Douglas County. Speed zone became effective on January 14, 1964, when highway was completed to Interstate Standards.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
Att.

Form No. E-372—10M—7-55

REGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Project Name: Yoncalla Inter.-Rice Hill
Date: October 14, 1963
Highway: Pacific
Contract No.: 6122
County: Douglas
Kind of Work: Grade, Pave, Str., Signing
Contractor: Roy L. Houck Son's Corp.

Contract Amount: $876,721.10

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
Item 4. Gen. Exc., Unclass.	39,000 cy.	$0.30	- $11,700.
Item 6. Long overhaul	21,700 Ydsta.	0.30	- 6,510.
Item 57. Crse Cr. Mt'l in base	11,700 tons	1.95	+ 22,815.
Item 58. 3/4"-0 mt'l in base	10,400 tons	1.95	+ 20,280.
Item 63. Asph. Conc. mixture	1,900 tons	4.65	+ 8,835.
Item 64. Asphalt in mixture	1,000 tons	35.07	+ 3,507.

Minor items, unitemized algebraic total: + 3,091.40

Subtotal: $ + 40,318.40

Approved work orders (Price, extra work and state force orders): $92,098.57

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
P.A. No. 1, Embankment in place	- $1,524.50
E.W.O. No. 7, Shoring, cribbing, backfill	+ 1,327.08

Minor items, unitemized algebraic total: + 177.88

Subtotal: $ - 19.54

Authorization for engineering: $70,888.89

Expected over-run or under-run of engineering authorization: $ + 29,111.11

Costs not included above (explain): $

Allowance for future contingencies (——% of work remaining): $

Credits to come from transfers and deductions: $

Present estimate of project cost: $1,109,118.53

Brief Statement of principal causes of over-run: Unanticipated slide correction work accounts for 5.87% overrun of project authorization. Overrun of engineering (2.92% overrun of project authorization) due mainly to necessity of additional personnel to accomplish the accelleration of testing and inspection and also the overtime necessary to fulfill engineering obligations made necessary because of the contractors accellerated schedule which was due to the short construction season.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$996,874.99
Present estimate of project cost	$1,109,118.53
Expected over-run (Amount)	$112,243.54
Expected over-run (per cent)	11.26

Space to Right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or ~~Bridge Engineer~~

Noted by: ~~Deputy or~~ Assistant State Highway Engineer

State Printing 80719

Form No. E-372—10M—7-55

REGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Project Name Yoncalla Inter.-Rice Hill

Date October 14, 1963

Highway Pacific

Contract No. 6122

County Douglas

Kind of Work Grade, Pave, Str., Signing

Contractor Roy L. Houck Son's Corp.

Contract Amount $ 876,721.10

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity		Unit Price	Amount
Item 4. Gen. Exc., Unclass.	39,000	cy.	$0.30	- $11,700.
Item 6. Long overhaul	21,700	Ydsta.	0.30	- 6,510.
Item 57. Crse Cr. Mt'l in base	11,700	tons	1.95	≠ 22,815.
Item 58. 3/4"-0 mt'l in base	10,400	tons	1.95	≠ 20,280.
Item 63. Asph. Conc. mixture	1,900	tons	4.65	≠ 8,835.
Item 64. Asphalt in mixture	1,000	tons	35.07	≠ 3,507.

Minor items, unitemized algebraic total ≠ 3,091.40

Subtotal $ ≠ 40,318.40

Approved work orders (Price, extra work and state force orders) $ 92,098.57

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
P.A. No. 1, Embankment in place	- $1,524.50
E.W.O. No. 7, Shoring, cribbing, backfill	≠ 1,327.08

Minor items, unitemized algebraic total ≠ 177.88

Subtotal $ - 19.54

Authorization for engineering $ 70,388.89

Expected over-run or under-run of engineering authorization $ ≠ 29,111.11

Costs not included above (explain) $

Allowance for future contingencies (——% of work remaining) $

Credits to come from transfers and deductions $

Present estimate of project cost $ 1,109,118.53

Brief Statement of principal causes of over-run: Unanticipated slide correction work accounts for 5.87% overrun of project authorization. Overrun of engineering (2.92% overrun of project authorization) due mainly to necessity of additional personnel to accomplish the accelleration of testing and inspection and also the overtime necessary to fulfill engineering obligations made necessary because of the contractors accellerated schedule which was due to the short construction season.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 996,874.99
Present estimate of project cost	$ 1,109,118.53
Expected over-run (Amount)	$ 112,243.5
Expected over-run (per cent)	11.26

Space to Right of this line is for use of Salem office.

Submitted by: J R Haydon Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or ~~Bridge Engineer~~

Noted by: ~~Deputy or~~ Assistant State Highway Engineer

State Printing 86719

RECEIVED
DEC 4 - 1963

FOR FILING

I-8 [illegible]

Salem, Oregon
December 3, 1963

Increase in Project Authorization

Mr. J. L. Hagedorn
Resident Engineer
PO Box 1128
Roseburg, Oregon 97470

This is to advise you that at its meeting of November 22, 1963 the Highway Commission approved an increase of $112,250 in project authorization on Contract No. 6122, Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County.

The new authorization for construction is $1,109,124.99. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

DBP:cr

cc: L. R. Chandler

RECEIVED
DEC 9 - 1963

FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

December 3, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.4DB Salem, Oregon

Oregon Project I-5-3(39)148
Yoncalla Interchange - Rice Hill Section
of Interstate Route No. 5
Asphaltic Concrete Specifications

Reference is made to Mr. Shaw's letter of November 5, 1963 regarding minor deviations from the specified allowable tolerance from the job mix formula on subject project.

We agree that an acceptable product can be obtained without strict conformance with the stringent allowable tolerance from the job mix formula, provided the completed mix substantially conforms to the gradation requirements of the specified wide-band. In view of the trouble being experienced on this project, and many others within the State, and since we feel this specification is unreasonably severe, we concur in your request that the allowable tolerance from the job mix formula be eliminated from this project.

We understand that you intend to revise the job mix specification in the near future and agree that this should be accomplished as soon as practical. Also, we are interested in whether you plan to revise testing procedures to be used for final acceptance of the A.C. mix, inasmuch as you indicate that the present extraction test on the 1000 gram sample is not completely representative of the materials used.

RECEIVED
DEC 4 1963
OFFICE OF
TATE HIGHWAY ENGINEER

Original To Morgan
cc Young
12-9-63

NOTED
LLOYD P. SHAW

RECEIVED
NOV 5 1963
FOR FILING

[illegible]

6122

November 5, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Yoncalla Interchange-Rice
Hill Section
Interstate 5

Dear Sir:

Field tests of AC material on the subject project show a variation from our job mix specification which is beyond that allowable. The test which we are utilizing in this instance consists of a 1,000 gram sample taken from the roadway after laydown.

According to AASHO specifications, this 1,000 gram sample was primarily for the use of obtaining the asphalt content and should not be used as gradation control. However, it can be utilized as a guide, and this is the manner in which we have been applying this test.

Heretofore, we have never rejected or accepted AC pavement on the basis of this bit test, but have relied upon our crushing analysis and bin tests to provide us with the over-all picture, and the bit test as a lever to obtain the quality product that we desire. It is our intent to revise our job mix specification in the near future.

You are well aware from your Area Engineer and District Engineer that the final product on this project is acceptable, and as the tests which were taken show only a minor variation from the job control mix and are in acceptable conformance to our wide-band specification, we request that the job mix specification be eliminated from this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JFP:fp: ajw

FORM E-30 90M 2-62 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1963

SUBJECT: Yoncalla Interchange-Rice Hill Section
Interstate 5

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

We have been experiencing some difficulty in meeting the job mix specification of the AC pavement on subject project. These variations have been quite minor and the end product is fully acceptable. However, due to Bureau insistence on exact compliance with specifications, it is necessary for us to request some relief.

In investigating the techniques for obtaining these samples, we learned that our gradation control is based on a 1,000 gram sample. With some of the 3/4 rock weighing as much as 12 grams, the loss of one rock can materially affect the percentages. We therefore are making our pitch to the Bureau on the basis that we are not sampling in a manner which would give us a truly representative sample but are using the present test as a guide only.

It is planned to change our specification either by complete elimination of the narrow band job mix spec or revising the wording to allow engineering judgement to enter into the picture. The Bureau is of the opinion that we should eliminate the specification in its entirety and depend solely upon the wide band specification. However, we feel that the job mix gives us a lever allowing us to obtain a better product.

A rough draft to the Bureau is attached.

F. D. Morgan
Construction Engineer

NOTED
LLOYD P. SHAW

By J F Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:fp
Attach.

RECEIVED
OCT 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 7 1963

FOR FILING

6122

November 5, 1963

Oregon State Highway Commission

Gentlemen:

An overrun of the original project is anticipated on the Yoncalla Interchange-Rice Hill grading, paving, and structure project on the Pacific Highway in Douglas County. This project, Contract No. 6122, is under contract to Roy L. Houck Sons' Corporation of Salem.

The original project authorization was $996,874. The present estimate of cost is $1,109,119, indicating an overrun of $112,244 or 11.3 percent.

The major reasons for the overrun are:

1. Correction of unanticipated slides on the north slope of Rice Hill.
2. The rock used was heavier than had been estimated when the bid quantities for base and asphaltic concrete pavement were computed.
3. Engineering costs overran because it was necessary to have a number of survey crews on the project to keep stakes ahead of the contractor due to double shifting.

All these causes are justifiable and an increase in the project authorization in the amount of $112,250 is recommended.

This matter will be presented to you at the November 20 meeting.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

cc Floyd Query
Lloyd P. Shaw
Victor D. Wolfe
F. B. Morgan
L. I. Young
C. H. Maison

CHB:fp bbc

FORM E-30 50M 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1963

SUBJECT: Overrun of Project Authorization
Yoncalla Interchange-Rice Hill Section
Pacific Highway
Contract No. 6122

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

Attached is a report on an expected overrun of the project authorization on this project. The original project authorization was $996,874.99. The present estimate of cost is $1,109,118.53, indicating an overrun of $112,243.54 or 11.26 per cent.

The major reasons for the overrun are:

1. Unanticipated slides on the east side of the highway on the north slope of Rice Hill. Although some minor sloughing had occurred in the old cut slopes, there was no real indication that a major slide such as has developed was to be expected. The present estimate of cost for corrective work in this area is about $60,000.

2. The rock used on this project is heavier than that used for computation of the original bid quantities. The specific gravity used in the computations was 2.75, but the rock actually used averages about 2.94. This accounts for a 7-per cent overrun on the Coarse Base, 3/4"-0 in Base and A.C. Mixture.

3. A heavy overrun on engineering costs was caused by the need for additional testing and inspection required by our accelerated testing program and by the need for extra field crews to stake for this "highballing" contractor. Also, this is the same contractor and engineer who worked on the Rice Hill-North Oakland Junction job last year where some difficulty was experienced in obtaining specification material, and it was deemed advisable to tend to over-inspect the project.

4. An overrun of sprinkling water (about 250 per cent of bid amount) was caused by the fact that the quarry rock used had practically no water content and the work was all adjacent to an existing travelled road which made continual dust control a necessity.

NOTED
LLOYD P. SHAW

The overrun on this project has been discussed with Mr. Hossner of the Bureau of Public Roads, who is Area Engineer for this project. He is familiar with all the reasons for the overrun and agrees that the overruns are all justified.

A rough draft to the Commission requesting an increase in the project authorization is attached. We recommend approval.

F. D. Morgan
Construction Engineer

By J. F. Putnam
J. F. Putnam
Assistant Construction Engineer

CHB:fp

Attach.

cc L. H. Young

RECEIVED
OCT 28 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 30 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1963

SUBJECT: Report on Asphaltic Concrete Production
Yoncalla Jct.-Rice Hill Section
Contract No. 6122

To:

MEMO TO THE FILES

Refer to the attached copies of letters, one to J. R. Hagedorn, Resident Engineer, from L. W. Rulien, Assistant Division Engineer, and the other to Roy L. Houck Sons' Corporation from Resident Engineer Hagedorn.

On September 20, 1963, Mr. Rulien, Mr. Hagedorn, Glenn Boyle, Plant Inspector, and myself met at the asphalt plant to discuss the situation of non-conformance to specifications on the A.C. mix. After discussing this situation at length, reviewing testing results and methods of testing, all parties concerned agreed that the non-conformance to specifications was an operational problem at the plant and therefore was the contractor's responsibility.

Mr. Rulien issued orders to the Resident Engineer that if testing results proved that the mix was substantially in specifications, the mix would be accepted and material receipt tickets issued. However, if test results show non-specification material, the contractor would be advised and the ticket would be withheld pending a check on the material for the days run to determine the amount in or out of specifications and thus determine whether the material was substantially within acceptance limits. If results show the material to be acceptable, the tickets would be issued. If results show the material to be non-acceptable, then the tickets would be withheld. Payment for the amount of material represented by withheld tickets would be subject to review at a later date to determine final acceptance, penalty or rejection.

John H. Walker
Field Testing Engineer

JHW:fp
Attach.

NOTED
LLOYD P. SHAW

RECEIVED
SEP 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Roseburg, Oregon
Sept. 20,1963

Roy L. Houck Sons' Corporation
1565 20th Street N.E.
Salem, Oregon

Re: Asphalt Concrete Production
Yoncalla Interchange-Rice Hill Section
Contract No. 6122

Gentlemen:

Reference is made to the production of asphaltic concrete on the above named project and to the continued variation in the materials being produced.

You have placed almost 25% of the A.C. and only 20% of the samples taken have been within specifications.

It is true that you have been cooperating in attempting to produce mix within specifications by making various adjustments, reducing production, etc. In fact, Superintendent L. Johnson told me this afternoon that he was going to make a screen change this evening, September 19, 1963.

It is evident from the tests taken thus far that your previous attempts to get within specifications haven't been successful. To continue in this manner would find the job complete with relatively little conformance to the specifications. The production of an A.C. mixture which conforms to the specifications is the function and obligation of the contractor.

I feel that after six days and 25% of total estimate production, the situation has come to the point where you must solve this problem and produce a mix that constantly and uniformly conforms to the specification. Be reminded that final acceptance of this project will be based upon substantial conformance to specifications.

Please be advised that on Friday, September 20,1963, unless the A.C. mix is consistently within specifications, no further placement of A.C. will be allowed until you have demonstrated your ability to produce a mix that is consistently within the specifications.

Very truly yours,

John R. Hagedorn
Resident Engineer

JRH:dlh
cc: L. Johnson, Superintendent
cc: L. R. Chandler, Div.Engr.
cc: Glen Doyle
cc: Johnny Walker

FORM E-30X 50M 3-63 49606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 19, 1963

SUBJECT: Asphaltic Concrete Production
Yoncalla Junction-Rice Hill Section
Contract 6122

To: J. R. Hagedorn
Resident Engineer
Roseburg, Oregon

Reference is made to the production of asphaltic concrete on the subject project and to the continued variation in the materials being produced.

You advise that the contractor has completed roughly 25% of his asphaltic concrete paving and of 33 samples of the bituminous mixture only 6 were within specifications.

It is my understanding that the contractor is cooperating in attempting various adjustments to the plant, however, it now appears that to continue indefinitely in this fashion would find the job complete with relatively little conformance to the specifications. The production of an AC mixture which conforms to the specifications is a function and an obligation of the contractor. I believe that it is, therefore, time to advise your contractor in writing that he must solve this problem and put out a mix that constantly and uniformly conforms to the specifications for the project and that this project cannot be accepted without substantial conformance to the specifications. He should be advised that on Friday, September 20, 1963, the mix will either be consistently within specifications or no further placement of AC on this project will be allowed until he has demonstrated his ability to produce a mix that is consistently within specifications.

L. W. Rulien
Assistant Division Engineer

LWR:dlh
cc: F. D. Morgan

R E JRW

RECEIVED
SEP 24 1963
FORM E-123X SUM 3-63
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 19, 1963

Mr. Roy L. Houck Jr.
Roy L. Houck Sons' Corporation
1585 - 20th Street N.E.
Salem, Oregon

Dear Mr. Houck:

Attached hereto is a copy of a letter received from Mr. John R. Hagedorn, Resident Engineer on the Yoncalla Interchange-Rice Hill Section, Contract No. 6122, dated September 13. This letter indicates that Mr. James E. Houck is spending considerable time in the vicinity of this project.

You are reminded again that Mr. James Houck is not to actively engage in construction operations when he is in the vicinity of your contracts. I believe this to be your intent, but the frequency of Mr. James Houck's visits to this project would seem to indicate that additional care should be taken to see that his activities cannot be interpreted in any fashion as taking active part in directing operations.

May we have your cooperation in this matter.

Very truly yours,

NOTED
LLOYD F. SHAW

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

Enc.
FDM:fp
cc Lloyd Shaw
L. R. Chandler

RECEIVED
SEP 2 ‑ 1963
OFFICE OF
STATE HIGHWAY ENGINEER

G. W. Morgan

FORM 530—50M—8-57—1479

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 13, 1963

10 PE

SUBJECT: J. E. Houck
Yoncalla Interchange -
Rice Hill Section
Contract No. 6122

To: L. R. Chandler
Division Engineer

A Houck corporation office man called this office on the morning of September 12, at 8:45 a.m. to advise that J. E. Houck was in the area the previous day, giving the following explanation:

Jim Houck just stopped by on his way through and about that time Roy Houck Sr. stopped by and they decided they would like to drive down through the job. As a result, J. E. Houck was on the job for about three or four hours that day, September 11.

On This date another telephone call was recieved from the Houck corporation office stating that J. E. Houck would be on the project again today, on corporation business.

J R Hagedorn
John R. Hagedorn
Resident Engineer

JH:gwc

RECEIVED
SEP 6 1963
FOR FILING

[illegible]
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

DATE: July 24, 1963

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By L. R. Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Oregon Project I-5-3(39)148
Yoncalla Interchange - Rice Hill Section
Progress Voucher No. 3
Net amount claimed $52,282.00

We are approving the subject voucher for payment in the reduced amount of $24,024.00. Deductions being made relate to ineligible items on R/W vouchers paid prior to audit. Normally, such deductions are taken from subsequent vouchers for R/W claims, however we have been holding some of these since April, 1963, and have not received any claims for R/W to which we could apply the deductions.

The amount claimed and amounts being deducted from various projects are summarized as follows:

Amount claimed on I-5-3(39)148			$ 52,282.00
Less Deductions as follows:			
U-156(11)	Vo. #1	- 134.00	
I-5-6(14)301	Vo. #17	-1,260.00	
I-80N-2(21)30	Vo. #1	-6,825.00	
I-105-4(105)196	Vo. #2	- 687.00	
US-481(1)	Vo. #1	-6,228.00	
I-5-4(2)193	Vo. #1	-1,224.00	
I-5-1(28)36	Vo. #1	-1,201.00	
F-41(3)	Vo. #2	- 600.00	
I-5-3(17)145	Vo. #3	-4,031.00	
F-325(4)	Vo. #1,2 & 3	- 380.00	
I-5-6(14)301	Vo. #18	-1,840.00	
I-405-8(2)301	Vo. #1	-2,300.00	
U-171(6)	Vo. #1	-1,548.00	
	Total Deductions		- 28,258.00
	Payment to State		$ 24,024.00

Memoranda covering the individual projects enumerated above with Schedules of Exceptions attached are being forwarded to you with this memo.

original To Wright
with attach. +
Note: Please have these gone over carefully. L.P.S.
8-8-63

NOTED
LLOYD P. SHAW

FORM E-30X—50M—5-62 43809

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

122

Salem, Oregon
August 7, 1963

SUBJECT: James Houck Activities
Yoncalla Interchange-Rice Hill Section

To:

Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon 97470

Reply is made to your letter of August 2, 1963 written by James E. Houck requesting copies of field office compaction tests on all asphaltic concrete pavement immediately upon their receipt by the State resident engineer.

Reference is made to a letter written by Mr. T. Dec, Assistant Division Engineer, Bureau of Public Roads in which he says "we should rely on the State's or our field personnel to assure themselves that James Houck is not actively directing operations while he is on or in the vicinity of their contracts."

I believe the request of Mr. James Houck falls within the category of office business and is not a part of directing work on this project.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

FDM:fp
cc Lloyd Shaw

[illegible]
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
JUL 9 - 1963

FOR FILING

[illegible]
6122

July 9, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7-Supplemental, covering overrun in shoring, cribbing and backfill on the Yoncalla-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122 in connection with Federal-Aid Project No. I-5-3(39)148.

The original Order for Extra Work No. 7 covering shoring, cribbing and backfill was approved by the BPR, April 8, 1963. Structural excavation below elevation shown has been greater than anticipated. Also, the wood shoring and cribbing was not satisfactory and steel shoring was used. This necessitated removal of wood shoring, previously placed. The additional estimated cost is $1,325.93.

This has been verbally recommended for approval by the BPR Bridge Engineer. Your approval as part of the original order is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By LHY

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
JUL 8 - 1963
FOR FILING

July 5, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8, covering rock inlay and salvage and reinstall right of way fence on the Yoncalla Interchange - Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122 in connection with Federal-Aid Project No. I-5-3(39)148.

It is necessary to excavate slide material to prepare the area from Station 1050 to 1060 for a rock inlay to prevent further sliding. It is also necessary to salvage and reinstall right of way fence through this area.

This work was verbally recommended for approval by the BPR Area Engineer July 2, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By JAH

L. H. Young
Office Engineer

DBP:es
Enc.

RECEIVED
JUN 26 1963
FOR FILING

6122

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON 25, D.C.

JUN 14 1963

IN REPLY REFER TO:
31-20.1
Ore. - 11

AIRMAIL

Mr. Forrest L. Cooper
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Forrest:

#5462

I have your letter of May 20 with regard to two matters, namely, Vernie Jarl and Joseph Dent, which we discussed during our get-together here in Washington on May 14.

Recalling our conversation, you recommended that no penalty be assigned against Mr. Jarl although it was recognized that he had misrepresented the actual subcontracting provisions of his contract. While we do not propose to initiate any administrative action with regard to Mr. Jarl, it is our feeling that it would be appropriate for you to advise Mr. Jarl by letter that he had evaded that portion of his contract as well as the Oregon State Highway Department specifications. We also feel that in order for a letter of this nature to be effective, Mr. Jarl's attention should be directly called to the fact that any repetition of such activities on his part will result in severe administrative action by the State and the Bureau of Public Roads.

In order that you may be fully informed of the Jarl matter, I am enclosing a summary of our investigative findings and copies of affidavits which were obtained from Mr. Jarl and from State Highway Department Resident Engineer Vernon E. Shull.

In connection with the Joseph W. Dent matter, it appears that Mr. Dent was hired as a fee appraiser to appraise property belonging to a former business associate. The relationship between Mr. Dent and the property owner was known by some State right-of-way personnel at the time. We understand that corrective action has been taken in the form of orders being issued to members of the right-of-way department directing that under no circumstances is anyone to be employed to conduct appraisals when the individual has had close business or social relationships

Dexter

Copy to
Cooper

with the property owner involved. We agree that this provides a remedy for the situation that existed and that we do not propose to take any administrative action with regard to Mr. Dent.

Sincerely yours,

Rex M. Whitton
Federal Highway Administrator

Enclosures - 3

RECEIVED
JUN 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 17 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR [illegible] 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Cooper

March 22, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Subject: Investigation of Right of Way Matters by Thomas B. Silcott & Paul J. Neuman as Representatives of the Office of Audits and Investigations, Bureau of Public Roads, Washington, D.C.

Dear Mr. Parsons:

Following our discussion of several days ago relative to the method used by the above men in investigating what we consider a minor right of way matter involving a conflict of interest in this State, and their further tactics in investigating the matter involving Vernon Shull, a Resident Engineer of The Dalles, Oregon, I feel compelled to issue instructions to the members of the Legal and Right of Way Department as outlined in the attached letter to them. I am also suggesting that a like notification be sent to all engineering personnel.

I am forwarding to you several copies of the notification, and you will note that exempt from the order issued are the regular employes of the Oregon Regional or Division Office of the Bureau of Public Roads.

As I so vehemently expressed to you the other day, I am most disturbed about the methods used by these two gentlemen, and I say to you that I am confident that such methods were used because, since speaking to you, I have seen copies of affidavits that they had prepared for signature from various people whom they interviewed in the course of their investigation.

As Chief Counsel of this Department and as the legal representative of the Highway Commission and its staff and employes, I now

NOTED
FORREST COOPER

feel it is necessary, in order to insure their protection against improper tactics or investigative methods, that I insist upon being present when my clients are being interrogated. I insist upon this for many reasons, not the least of which is to see that over-eager investigators are not attempting to make a case where none exists.

No one in this Department is more interested than I to learn if any of our employes are utilizing improper tactics or committing improper acts. If they are, we will take swift and proper action against the wrongdoer. By the same token, I will not for one moment stand for investigators attempting to place words in the mouths of the people they are interrogating or endeavoring to force them to admit that they are guilty of some misconduct when, in fact, they are not. In this regard, as I told you, Mr. Shull, the Resident Engineer in The Dalles, Oregon, states, and I believe him, that for two hours these two investigators attempted to persuade him to admit that he accepted money from a contractor to prevent him, Shull, from informing the front office of the contractor's failure to get prior approval on a subcontract.

Since I feel I cannot trust investigators from other offices than your own and the Region, I feel compelled to issue the attached order.

I might also comment that these are the same two gentlemen who neglected to even show me the courtesy of telling me that they were in town when they were going to interrogate members of a division of this Department that is under my supervision.

I was going to write to Mr. Whitton again concerning this, but since thinking it over, I am going to make the report to you, and I assume through you that you will forward it on to those people who would be most concerned.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:jm
cc: Mr. Forrest Cooper
Mr. Glenn L. Jackson
Mr. Kenneth N. Fridley
Mr. David B. Simpson

RECEIVED
MAR 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 2 6 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 20, 1963
Salem, Oregon

SUBJECT:

To: ALL RIGHT OF WAY EMPLOYES:

The investigation of a minor right of way matter was recently undertaken by two investigative employes from the Washington Office of the Bureau of Public Roads. These men proceeded in their investigation without the courtesy of a call upon the Chief Counsel or Right of Way Engineer, and utilized methods which hardly seem justified.

You are hereby instructed that no statements are to be made about specific transactions, nor are our files to be revealed to any person, whatever his connection, without prior authorization of the Chief Counsel, the Assistant Counsel, or the Right of Way Engineer.

It is our intent that either the Chief Counsel or the Assistant Counsel shall be present at any interviews, interrogations, or other investigations which may be made; and furthermore, to make a determination of which, if any, documents may be removed from the official files of this Department.

This instruction obviously does not apply to proper inquiries from a person with whom we are dealing or have dealt, or to any authorized representative of such a person. Also exempt are regular employes from the Oregon Regional or Division Office of the Bureau of Public Roads.

L. I. Lindas

L. I. LINDAS
Chief Counsel

LIL:jm

NOTED
FORREST COOPER

RECEIVED
[illegible] 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 13, 1963

AIR MAIL

Mr. Rex Whitton
Federal Highway Administrator
Bureau of Public Roads
Washington 25, D. C.

Dear Mr. Whitton:

Some time ago, Mr. Charles Mathias, Bureau of Public Roads Division Appraiser, investigated the matter of a possible conflice of interest involving one Joe Dent, an independent fee appraiser of Roseburg, Oregon.

Mr. Dent had been employed by this Department to appraise property belonging to a Mr. Ronald B. Harryman. Facts later came to our attention that Mr. Harryman and Mr. Dent at one time were in business together as partners, although at the time Mr. Dent made his appraisal he was not. Nevertheless, an investigation was made by this Department, Mr. Dent being called to Salem, at which time he was interviewed by myself, our Right of Way Engineer and Mr. Charles Mathias, the Bureau of Public Roads Right of Way Officer. The results of our investigation are fully documented and are in our file. While it might be that Mr. Dent exercised poor judgment in accepting this assignment, I am convinced he was honest in the opinion he rendered.

Later events proved that his evaluation was correct. After the above conference, we employed another independent fee appraiser from Medford, Oregon, to evaluate the property, and his evaluation was in the same area as Mr. Dent. The landowner's appraiser, Mr. James Rodman of Eugene, Oregon, an M.A.I. and a very qualified man who has been used by us on numerous occasions, appraised the property for the landowner. A copy of his appraisal is in our file. The amount reached by Mr. Rodman is in the same area as that reached by Mr. Vandagrift, our second fee appraiser, and Mr. Dent, the man under investigation.

I give you this background because I was later informed by Mr. Mathias that two men comprising an investigation team from Washington were sent out to look into the matter. They did arrive and apparently went directly to Roseburg where they interviewed

NOTED
FORREST COOPER

our Right of Way Supervisor and one of our Right of Way Appraisers. They may have interviewed Mr. Dent and others of which I do not have any knowledge at this time.

The letter is being written to you simply because I think that these two gentlemen were guilty of at least discourtesy, if nothing else, for their failure to come to my office or to the office of Mr. Walter Wright, our Right of Way Engineer, to interview us in connection with their investigation of the matter. The complete legal file was in my office, and apparently whatever investigation they made was without the benefit of the complete file, and to that extent at least, cannot be a comprehensive review of this matter. This is not to say that they are not entitled to make an investigation since we welcome it, but I simply think that this Department is entitled to the courtesy of a call when our supposedly partner comes to this State to investigate a matter involving our Department, especially since we are advised they were coming by your Division Office.

I have no knowledge whether they are going to be critical of the affair that was brought to their attention or whether they feel as we do that it is a tempest in a teapot so to speak but, nevertheless, I call this to your attention since I feel that at least we who head the Legal and Right of Way Department, that is, myself and Mr. Wright, should have had an opportunity to express our opinion face-to-face with the gentlemen and to answer any questions that they may have in connection with their investigation.

I thank you for whatever consideration you may give this, and I remain.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:jm
cc: Mr. Forrest Cooper
Mr. Glenn L. Jackson
Mr. Kenneth N. Fridley
Mr. David B. Simpson

RECEIVED
JUN 25 1963

FOR FILING

6122

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 14, 1963

Douglas Electric Cooperative, Inc.
P. O. Box 1327
Roseburg, Oregon

ATTENTION: Mr. Walker Admire

Re: Power Line Adjustment
Yoncalla-Rice Hill Section
Pacific Highway
Douglas County
Project No. I-5-3(39)148
Contract No. 6122

Gentlemen:

Your estimate and sketch map, Option I, for the adjustment of your facilities on this project have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with this work as of June 11, 1963.

Prior to beginning work you are requested to do the following:

(1) Please contact Mr. John L. Gunter, District Maintenance Superintendent, P. O. Box 1128, Roseburg, in regard to obtaining a permit for crossing or relocating on State Highway right of way.

(2) Contact Mr. John R. Hagedorn, Resident Engineer, P. O. Box 1128, Roseburg, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for work performed subsequent to June 11, 1963, will be made subject to the provisions of PPM 30-4 and all supplements thereto upon receipt of your statement. Please be sure to include the beginning and completion dates of your work in the statement.

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh
cc: L. P. Shaw
A. W. Parsons
L. H. Young
C. H. Maison
L. R. Chandler
J. R. Hagedorn
J. L. Gunter
P. R. Barnhart

RECEIVED
JUN 26 1963

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

June 11, 1963

Original signed by
M. E. Martin
Dist. Engineer

08-35.0

A. W. Parsons, Division Engineer
Salem, Oregon

By:
M. E. Martin
District Engineer

Oregon Project I-5-3(39)148
Yoncalla Interchange-Rice Hill Section
Douglas Electric Cooperative Utility Adjustment

The agreement with the subject utility is considered revised to include the work described in Mr. Young's June 6, 1963 memorandum. Authorization to proceed with the emergency work is granted effective this date.

We agree that Option I is the most desirable and we will participate in the cost of the relocation in accordance with this option.

NOTED
R. L PORTER

NOTED
[illegible]

RECEIVED
JUN 12 1963
OFFICE OF
STATE HIGHWAY ENGR.

original To Young
cc Litchfield
6-12-63

RECEIVED
JUN 7 - 1963
FOR FILING

9

6122

June 6, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Yoncalla Interch.-Rice Hill Sec.
Pacific Highway
Douglas County
Project No. I-5-3(39)148
Contract No. 6122

Dear Sir:

Herewith are two copies each of the estimate and sketch covering an additional adjustment of the facilities of the Douglas Electric Cooperative on the subject project. The adjustment is made necessary by slides in the vicinity of Station 1055. Copies of Mr. Litchfield's and Mr. Barnhart's letters more fully explaining the situation are attached.

Option I is favored by the State and the Utility. The elimination of a crossing near this slide area makes it the most practical solution.

Inclusion of this emergency work under the original agreement and authorization to proceed with the work under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:er
Attachments

RECEIVED
JUN 19 1963

FOR FILING

I-5-3(39)148

6122

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1963

SUBJECT: Power Line Adjustment
Douglas Electric Cooperative
Yoncalla-Rice Hill Section
Pacific Highway
Douglas County
Project No. I-5-3(39)148
Contract No. 6122

To:

Mr. L. H. Young
Office Engineer
BUILDING

Attention: Mr. D. B. Parkes

Herewith are estimates and sketches of Option I and II for the adjustment of the facilities owned by Douglas Electric Cooperative which was made necessary by a slide correction near Station 1055. These poles were originally on an unrecorded easement making this move reimbursable.

As stated in Mr. Barnhart's enclosed letter dated May 20, 1963 Option I is favored by the company and the Division office. We agree that the elimination of a crossing near this slide area makes it the most economical solution and the adoption of Option I is recommended.

Please send two copies of this letter, estimates and sketches to the Bureau of Public Roads for their approval in the usual manner.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

LLOYD P. SHAW

PGP:fp
Enc.
cc Lloyd Shaw
C. H. Maison
D. B. Parkes (2)
P. R. Barnhart

RECEIVED
JUN [illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1963
FOR FILING

April 19, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering shoring, cribbing, and backfill on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122 in connection with Federal-Aid Project No. I-5-3(39)148.

This work is necessary to make it possible to excavate below the plan grade to get suitable footings for structure.

This work was verbally recommended for approval by the B.P.R. Bridge Engineer and the field authorized to proceed April 8, 1963, as an emergency measure to expedite construction. Your approval of the order to include work done on that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

DHP:cr

RECEIVED
APR 10 1963
FOR FILING

9

FORM E-30 80M 5-62 43908

6122

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1963

SUBJECT: Assignment No. 22-LPS
Estes' Complaint
Rice Hill-Yoncalla Junction Section

To:

Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

Attached hereto is a report from L. W. Rulien concerning his personal contact with Mr. Estes concerning the Estes' complaint of the roadway leading to their home.

By copy of this letter, I am requesting Mr. Rulien to advise us when the actual work is completed.

This should complete subject assignment.

F. D. Morgan
Construction Engineer

By J F Putnam
J. F. Putnam
Assistant Construction Engineer

JFP:fp

Enc.

cc L. W. Rulien

RECEIVED
APR 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

April 3, 1963

SUBJECT: Assignment No. 22-LPS
Estes Complaint
Rice Hill-Yoncalla Junction Section

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Att: J. F. Putnam

Reference is made to the subject assignment which consists of an inquiry made by Mrs. Thelma Estes, owner of property in the northwesterly quadrant of the North Rice Hill Interchange. Mrs. Estes' letter complained of the condition of the old existing roadway which connects to our interchange and asked that it be repaired and maintained.

By letter of February 14, 1963, from Mr. J. F. Putnam, we were requested to contact Mrs. Estes and advise her of the reasons behind our aquiring title to the road and also advise her that we would restore the road to a reasonable condition but do not recognize an obligation for perpetual maintenance.

Today, April 3, I stopped at the Estes house and found that Mrs. Estes was not home, however, her husband, Edwin B. Estes, was home and I discussed the matter with him. Low and behold, Mr. Estes is a former employee of ours who has worked on maintenance and retired with a disability last year. I related our position to Mr. Estes and assured him that we would undertake corrective work on the road in the near future but that we did not believe that we were obligated to maintain the road.

We may consider this assignment agreeably concluded.

L. W. Rulien
Assistant Division Engineer

LWR:dc
cc: John L. Gunter

NOTED
[illegible] P. SHAW

RECEIVED
FEB 25 1963
FOR FILING

COMMISSIONERS
GL[illegible]MAN
ME[illegible]
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-3([illegible])14

6122

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 18, 1963

Mrs. Thelma Estes
Route 1
Oakland, Oregon

22
36

Dear Mrs. Estes:

Reference is made to your complaint concerning access to your property.

Our records show that construction of the freeway severed the unimproved road which you had used to gain access to the old highway. To permit use of the revised access road, a temporary connection was constructed from a point near your property to the new system. This is probably the "paved road" to which you refer in your letter.

Upon completion of the revised access road system, the paved connection was removed to permit completion of the freeway. At this time a strip of land adjacent to your property, which contains an unimproved roadway, was obtained in order that your property not be landlocked. Our information indicates this roadway is similar in type to the one originally severed.

While we feel there is no obligation on the part of the State to improve the roadway or to maintain it, Division Engineer L. R. Chandler has been asked to see if something can be done to better the condition to which you object. You will be contacted by someone from Mr. Chandler's office shortly.

Very truly yours,

NOTED
LLOYD P. SHAW

L. P. Shaw
Assistant State Highway Engineer

By F D Morgan
F. D. Morgan
Construction Engineer

cc Lloyd Shaw
L. R. Chandler

RECEIVED
FEB 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—10-62 46823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 14, 1963

SUBJECT: Assignment: LPS NO. 22
Estes Complaint
Rice Hill-Yoncalla Jct. Section

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Your report on subject complaint has been discussed with Assistant Highway Engineer L. P. Shaw, and it is the consensus of opinion that it will be necessary for us to place some rock on the roadway to allow the Estes' a decent access.

In discussing this matter with the Right of Way Department, it is their contention that we obtained title to the portion of Weaver Road which the Estes' are now using merely to guarantee its perpetual use and that we have no obligation to maintain it. However, as previously noted, the road should be placed in a condition which will provide access with a minimum of inconvenience.

Will you please make a personal contact with Mrs. Estes, advise her of what we intend to do and report back to this office upon completion.

F. D. Morgan
Construction Engineer

By J. F. Putnam
J. F. Putnam
Assistant Construction Engineer

JFP:bjh

cc: L. P. Shaw

RECEIVED
FEB 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Mrs E. B. [illegible]
Rte 1 Oakland
Oregon

Rte 1
Oakland
Jan 23rd
1963

Mr Forrest Cooper,

Dear Sir,

As you know the state has been building a new 4 lane Highway here at Rice Hill & I understand where an existing road was & we used for 7 years will be replaced.

This one was taken away last summer & we are shut off completely.

There is an old neglected road that has been there for years & is supposed to belong to the state & is in terrible disrepair. It is has never had anything done to it & is all ruts & mud so deep no-one can drive down this road without getting stuck & the cars drag especially when its raining.

I work in a cafe nearby & have to walk to & fro to work & this road I have to use & when it's raining it's full of water.

This is so awful to contend with when we had a Paved road & it's now been taken away

I believe the state replaces

road that they take away & I want to know just what the state intend to do about it. They have to finish the new road (a/c access in the spring & maybe then something could be done

We own our house & land & have been living here for 16 years

I hope you will give this your attention at your earliest convenience & let me know what the state intends to do.

Sincerely
Thelma Estes.

RECEIVED
JAN 25 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 11 1962
FOR [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. L. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

9

I-5-3(39)148

6122

Dec. ~~No~~vember 10, 1962

Western Union Telegraph Company
125-12th Street
Oakland, California

Re: Elkhead Road-Yoncalla
Interchange Section
Pacific Highway

ATTENTION: Mr. F. L. Sulloway

Gentlemen:

We refer to Mr. W. E. Crippen's letter dated November 21, 1962, and your Job 5601-62, Yoncalla, Ore., in which reference is made to our correspondence to you dated May 10, June 7, September 19 and November 9, 1962.

The letter of May 10 was in response to a teletype request from Mr. Paul Barnhart dated May 4, 1962, and transmitted to you a preliminary print of Sheet #3 of the grading plans of the Yoncalla Interchange-Rice Hill Section, and also a preliminary print of the Yoncalla Overcrossing Structure over the Southern Pacific Railroad. We ~~do~~ DID not request an estimate and sketch map at this time.

Our letter of June 7 was a standard letter of transmittal which accompanied the reduced construction plans of the Yoncalla Interchange-Rice Hill Section. These were for your information and review and stated the bid opening date and identified the Resident Engineer and the Field Utilities Liaison Engineer responsible for this project.

The letter of September 19 was our standard letter of transmittal with our preliminary right of way of the Elkhead Road-Yoncalla Junction Section and notified you of the tentative bid opening date.

The letter of November 9 was our standard letter of transmittal for unreduced preliminary plans. Normally, we ask the utilities at this stage to prepare an estimate and sketch map for the adjustment of their facilities which are reimbursable and hold this estimate until the utility receives reduced construction plans and checks them for revisions. This letter should have been revised in this case to state that your estimate and sketch map had been received and that you would be advised when to proceed with the work.

It is anticipated that these lines will not be in conflict until the contract for the railroad overcrossing structure is let. This contract is tentatively scheduled for the letting of March 12, 1963. We will include your work in the Elkhead Road-Yoncalla Interchange grading and paving contract and you may expect to receive authorization to proceed soon after the first of the year. Bids are scheduled to be open for this section on January 29, 1963.

A recent reorganization in the Construction Department brought about the necessity in the future that all utilities submit their estimates and sketch maps for the adjustments of their facilities through the Field Utilities Liaison Engineer when requested by our Legal Division. We will appreciate your cooperation in this matter.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh

cc: I. D. Merchant
L. R. Chandler
Paul R. Barnhart
General Files

RECEIVED
NOV 26 1962
FOR FILING

November 21, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3-Supplemental, covering salvaging and replacing slope paving on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

This supplemental order is to cover overrun of slope paving under the structure in the vicinity of Station 982. The original order was approved by the BPR August 2, 1962.

This additional work was verbally approved by the BPR District Engineer November 15, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

9

RECEIVED
NOV 26 1962
FOR FILING

November 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5-Supplemental, covering adjustment of water lines on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

This supplemental order is to cover overrun in cost of replacing water lines that were on private property prior to construction of existing highway. The original order was approved by the BPR July 31, 1962.

This work was verbally approved by the BPR District Engineer November 15, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
OCT 16 1962
FOR FILING

[illegible]

6122

October 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering slide removal on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

This work is necessary for removal of slides which have occurred on the project. It was checked with and verbally recommended for approval by the BPR Area Engineer October 9, 1962. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AU [illegible] 1962
FOR FILING

6122

September 19, 1962

Mr. John Hagedorn
Resident Engineers Office
Oregon State Highway Department
Post Office Box 550
Roseburg, Oregon

Re: Price Agreement No. 1
Embankment In Place
Yoncalla Int.-Rice Hill Section

Dear Sir;

This is to acknowledge receipt of your letter dated September 11, 1962 clearifing the conditions under which the work on price agreement no. 1 will be performed.

These terms are acceptable and we will perform this work immediately.

Very truly yours,

James E Houck

James E. Houck

COPY

FORM 2-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Roseburg
September 11,1962

Re: P.A. No. 1, Embankment in place
Yoncalla Interchange-Rice Hill
Contract No. 6122

Roy L. Houck Jr.
Roy L. Houck Son's Corp.
1585 - 20th St. N. E.
Salem, Oregon

Dear Sir:

I am in receipt of the signed copies of the above mentioned price agreement and have forwarded them through our channels for approval. Please notify me in advance of when you wish to begin this work so that I may obtain verbal approval if necessary.

To make certain that there are no misunderstandings regarding the conditions under which this work will be done, I will reiterate same at this time.

The 38,000 cy of excavation which was originally planned to make the 34,000 cy of embankment south of the SPRR is to be wasted with no payment for haul.

An additional crossing of the highway, if necessary, will be permitted. The State will participate in the flagmen costs for this crossing.

If, in the event there is additional material to be wasted over and above the aforementioned 38,000 cy., you have agreed to waste it also, with the understanding that you will be paid for actual haul at unit prices.

Very truly yours,

/s/ J. R. Hagedorn
Res. Engr.

cc: L. R. Chandler

RECEIVED
SEP 6 1962
FOR FILING

6122

September 6, 1962

Mr. E. F. Widdas, Manager
Real Estate Department
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Re: Yoncalla Junction-Rice Hill
Section, Pacific Highway
Douglas County

Under date of July 12, we forwarded to you duplicate counterparts of the indenture from your company to the State covering an encroachment of access rights to a parcel of land near the summit of Rice Hill in Douglas County. We also enclosed our warrant in the amount of $100 as set forth in the indenture.

We have not yet received the signed copy which was to be furnished us for our file and I would ask your advice as to why the matter has been delayed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. A. W. Kilborn
bc Mr. Forrest Cooper
Mr. W. T. Wright

FORM E-30 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1962

SUBJECT: File 34758
Yoncalla Jct.-Rice Hill Sec.
Pacific Highway
Southern Pacific Company

To:

Mr. G. S. Paxson
Deputy State Highway Engineer
BUILDING

We are still holding on our file the obligation form in connection with the $100 Southern Pacific Company gate easement at Rice Hill. This easement obligates the State to construct, reconstruct and maintain the fence and gates at its entire expense. Shall we submit this obligation form to the Division Office?

Our file does not show that the proposed document, for which we handed you the $100 check on July 16, 1962, has been executed and returned by the Southern Pacific Company.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:ls

RECEIVED
SEP 3 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 80M 5-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
August 29, 1962

RECEIVED
AUG 29 1962
LEGAL & RIGHT OF WAY

SUBJECT: File No. 34758
Yoncalla Junction - Rice Hill
Pacific Highway
Douglas County

To: Mr. G. S. Paxson
Deputy State Highway Engineer

OFFICE

On June 26, 1962, I discussed with you the matter of access control which we acquired from the Southern Pacific Company on the Yoncalla Junction-Rice Hill Section of the Pacific Freeway.

The instrument, which we received for the $100 consideration, conveyed to us the abutter's rights of access which the railroad had along 56.85 feet of our common boundary. Your intention was to go ahead with this instrument, and at a later date secure access rights from the Southern Pacific Company along the remainder of the common boundary between their property and the freeway.

Have you had an opportunity to take this matter up with the railroad; and in the event you wish this office to prepare instruments, please advise.

L. I. LINDAS
Chief Counsel

By
D. H. Moehring
Assistant Right of Way Engineer

DHM:dd

cc: Mr. L. I. Lindas

This has been examined
by [illegible] and me. In our
opinion the SP have no unrestricted access
rights except through locked gate
GSP

RECEIVED
AUG 29 1962
OFFICE OF

NOTED

DR- 5/22/62 - VIII
911214/322

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, does hereby grant to the STATE OF OREGON, acting by and through its State Highway Commission, an easement to construct, reconstruct, maintain and use a fence and gates along courses 2, 3 and 4 below described, situated on that real property lying within the land of Southern Pacific Company situate in the Northwest quarter of Section 33, Township 23 South, Range 5 West, Willamette Meridian, in the County of Douglas, State of Oregon, described as follows:

> BEGINNING at a point in the southerly line of the 1.66 acre parcel of land described in deed dated April 3, 1933 between the Southern Pacific Company and the State of Oregon, acting by and through its State Highway Commission, distant North 70°12'44" East, 581.91 feet from the west quarter corner of said Section 33; thence (1) Northeasterly, continuing along said southerly line, on a curve to the left of a radius of 2291.01 feet (chord thereof bears North 70°30'29" East, 42.00 feet), an arc distance of 42.00 feet; thence (2) South 3°10'28" West, leaving said southerly line, 28.85 feet to a point in a line parallel with and 35.0 feet northerly at right angles from the original located center line of main track of said Company; thence (3) South 79°41'00" West, along said parallel line, 28.00 feet; thence (4) North 27°48'22" West, 22.39 feet to the point of beginning, containing an area of 858 square feet, more or less.

The above described property is owned and to be used as a private entrance way by Southern Pacific Company and Southern Pacific Company hereby releases and relinquishes to the State of Oregon all abutter's rights of access appurtenant to the remaining land of Southern Pacific Company in and to the above described private way over and across the above described courses Nos. 2 and 4. Reserving, however, to Southern Pacific Company access to and from said State Highway and to the remaining property of Southern Pacific Company over and across the above described courses 1 and 3.

The State of Oregon shall construct, reconstruct and maintain the fence and gates at its entire expense.

Should the State of Oregon and its assigns at any time abandon the use of said property for said fence and gates the rights herein

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, does hereby grant to the STATE OF OREGON, acting by and through its State Highway Commission, an easement to construct, reconstruct, maintain and use a fence and gates along courses 2, 3 and 4 below described, situated on that real property lying within the land of Southern Pacific Company situate in the Northwest quarter of Section 33, Township 23 South, Range 5 West, Willamette Meridian, in the County of Douglas, State of Oregon, described as follows:

> BEGINNING at a point in the southerly line of the 1.66 acre parcel of land described in deed dated April 3, 1933 between the Southern Pacific Company and the State of Oregon, acting by and through its State Highway Commission, distant North 70°12'44" East, 581.91 feet from the west quarter corner of said Section 33; thence (1) Northeasterly, continuing along said southerly line, on a curve to the left of a radius of 2291.01 feet (chord thereof bears North 70°30'29" East, 42.00 feet), an arc distance of 42.00 feet; thence (2) South 3°10'28" West, leaving said southerly line, 28.85 feet to a point in a line parallel with and 35.0 feet northerly at right angles from the original located center line of main track of said Company; thence (3) South 79°41'00" West, along said parallel line, 28.00 feet; thence (4) North 27°48'22" West, 22.39 feet to the point of beginning, containing an area of 858 square feet, more or less.

The above described property is owned and to be used as a private entrance way by Southern Pacific Company and Southern Pacific Company hereby releases and relinquishes to the State of Oregon all abutter's rights of access appurtenant to the remaining land of Southern Pacific Company in and to the above described private way over and across the above described courses Nos. 2 and 4. Reserving, however, to Southern Pacific Company access to and from said State Highway and to the remaining property of Southern Pacific Company over and across the above described courses 1 and 3.

The State of Oregon shall construct, reconstruct and maintain the fence and gates at its entire expense.

Should the State of Oregon and its assigns at any time abandon the use of said property for said fence and gates the rights herein granted shall cease and those relinquished shall be restored, and

Southern Pacific Company, its successors and assigns, shall at once have the right to resume exclusive use and possession of the property. On termination of the rights herein granted, the State of Oregon agrees to remove said fence and gates and to restore the property of Southern Pacific Company as nearly as practicable to the condition in which it existed prior to the construction of said fence and gates and to bear the expense thereof. Should the State of Oregon fail, neglect or refuse to so remove the fence and gates and restore the property such removal and restoration may be performed by Southern Pacific Company at the expense of the State of Oregon, which expense the State agrees to pay Southern Pacific Company upon demand.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate this ______ day of ______________, 1962.

SOUTHERN PACIFIC COMPANY

By______________________
Vice President

Attest______________________
Assistant Secretary

STATE OF OREGON, by and through its State Highway Commission

By______________________
Chairman

By______________________
Commissioner

By______________________
Commissioner

APPROVED:

____
~~Asst.~~ State Highway Engineer

APPROVED AS TO FORM:

____
Chief Counsel

ATTEST:

____
Secretary

RECEIVED
JUL 17 1962
FOR FILING

July 12, 1962

Mr. E. F. Widdas, Manager
Real Estate Department
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Re: Yoncalla Junction-Rice Hill
Section, Pacific Highway
Douglas County

Attached are duplicate counterparts of the indenture from the Southern Pacific Company to the State of Oregon, covering relinquishment of access rights to a parcel of land near the summit of Rice Hill in Douglas County. I also attach our warrant in the amount of $100.00 in payment for these access rights, as requested by your letter of June 6.

Upon completion by the Company, please forward one copy of the indenture to us for our files.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:es
enc.
cc Mr. H. H. Williamson
Mr. A. W. Kilborn
bc Mr. Forrest Cooper
Mr. C. H. Maison
Mr. W. T. Wright
Mr. Fred Klaboe

NOT
G. S. PA

RECEIVED
JUL 17 1962
FORM 2-30 50M 6-61 36681
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1962

SUBJECT: Agenda Item 4-1
Southern Pacific Company
Yoncalla Junction-Rice Hill Sec.
Douglas County

To:

Mr. Forrest Cooper
State Highway Engineer
Office

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Attached are two copies of an easement agreement with the Southern Pacific Company providing for the establishment of a locked gate access to be used only by the SP Company's maintenance forces in connection with construction on the Yoncalla Junction-Rice Hill Section of the Pacific Highway in Douglas County. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Lloyd Query
Secretary

rn
Attach: 2

RECEIVED
JUL 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-123X 100M 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6122

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 5, 1962

Douglas Electric Cooperative, Inc.
P. O. Box 1327
Roseburg, Oregon

ATTENTION: Mr. Walker Admire

Re: Power Line Adjustment
Yoncalla Interchange-Rice Hill Section
Pacific Highway - Douglas County
Project No. I-5-3(39)148

Gentlemen:

The State and the Bureau of Public Roads have approved your estimate and sketch map as submitted with your letter of August 17, 1962, to Mr. Paul R. Barnhart. You are hereby authorized to proceed with the work as of August 20, 1962.

Please refer to our letter of August 2, 1962, and your estimate in the amount of $141.24 for the adjustment of the crossing near Station 1055. The work mentioned in this correspondence must be segregated from that submitted on August 17, 1962, on your final bill for audit purposes.

Reimbursement for work on the crossing near Station 1055 performed subsequent to July 27, 1962, and for work on the balance of the project performed subsequent to August 20, 1962, will be made subject to the terms of PPM 30-4 and supplements thereto.

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh
cc: General Files ✓
A. W. Parsons
C. H. Maison
L. H. Young
L. R. Chandler
J. L. Hagedorn
J. L. Gunter
P. R. Barnhart

RECEIVED
UG 28 1962
FOR FILING

6122

August 27, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering directional signing on the Yoncalla Junction-Illahee Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This was an anticipated item of the contract and funds were included in the project authorization and estimate. Your approval of the order as of the date of issue, July 19, 1962, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra
Enc.

RECEIVED
27 1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

August 23, 1962

Mr. Forrest Cooper, State Highway Engineer

6-
03-35.2-0

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Oregon Project I-5-3(39)148, Yoncalla-Rice Hill Section
Douglas Electric Cooperative, Inc. - Utility Adjustment

Our memorandum dated June 5, 1962 approved the P.S. & E. Documents for the physical construction phase of the subject project.

We hereby approve the agreement, a portion of which was approved by our memorandum of July 27, 1962, as evidenced by your Staff Attorney's letter dated June 8, 1962, furnished for the partial agreement, and the above-mentioned utility's letter dated August 17, 1962, as well as the plans and estimate furnished therewith and transmitted with Mr. Young's letter dated August 20, 1962.

Our program memorandum dated April 30, 1962 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on April 27, 1962. You are granted emergency authorization to proceed with this remaining portion of actual adjustments for the above-mentioned utility effective on August 20, 1962. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original To Young
8-27-62

RECEIVED
UG 21 1962
FOR FILING

6112

August 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Yoncalla Interchange-Rice Hill Section
Pacific Highway
Douglas County
Project No. I-5-3(39)148

Dear Sir:

Herewith are two copies each of the estimate and sketch covering adjustments of the facilities of Douglas Electric Cooperative, Inc., in connection with construction of the subject project. Copies of our Staff Attorney's letter establishing the State's obligation to reimburse the Cooperative were submitted with our letter of June 29, 1962.

Approval of adjustment for the crossing at Station 1055 was given in your letter of July 27, 1962.

Your approval of the agreement and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
AUG 17 1962
FOR FILING

COMMISSIONERS
GL[illegible] JAC[illegible]AN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 16, 1962

Yoncalla Telephone Company
Yoncalla,
Oregon

Telephone Line Adjustment
Yoncalla Interchange-Rice Hill Section
Pacific Highway
Douglas County
Project I-5-3(39)148

Attention: Mr. Willis D. Thompson

Gentlemen:

Your estimate and sketch map submitted on July 26, 1962 has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of August 13, 1962.

This estimate has been approved as a lump sum agreement in accordance with the terms of PPM 30-4 and supplements thereto. You will be paid the sum of $348.40 upon the completion of the work and the receipt of your bill in the lump sum amount submitted through our resident engineer. This bill must show the beginning and ending dates of the work. Before starting work on this project it is requested that you do the following:

1. Contact Mr. John L. Gunter, District Maintenance Superintendent, District 3-D, P. O. Box 1128, Roseburg, phone OR 2-4444, in regard to obtaining a permit if crossing, locating or relocating on highway right of way.

2. Contact Mr. John Hagedorn, Resident Engineer, at the same address and phone number as Mr. Gunter, three (3) days prior to starting work.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

FWS:fp
cc General Files
A. W. Parsons
C. H. Maison
L. H. Young
L. R. Chandler
John Hagedorn
John Gunter
Paul Barnhart

RECEIVED
UG 17 1962
FORM E-30X—50M—11-61—40891
FOR FILING

6122

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
August 15, 1962

SUBJECT: Construction Speed Zone
Pacific Highway

To:

MEMO TO FILE

Agenda Item: 3c(2)

The State Highway Commission at its meeting of August 9 established the following temporary construction speed zone:

35 MPH ... on the Yoncalla Junction-Rice Hill Section of the Pacific Highway in Douglas County, between M.P. 167.2 and 171.10 — effective 8 a.m., PST, July 16, 1962.

V. P. Johnson
F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards
L. R. Chandler
J. L. Gunter
G. L. Clark

RECEIVED
AUG 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
AUG 15 1962
FOR FILING
6133

477 Cottage Street N.E.
Salem, Oregon

August 13, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

ATTENTION: L. H. Young

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-3(39)148
Yoncalla Interchange-Rice Hill Section
Yoncalla Telephone Co. Utility Adjustment

We hereby approve the agreement, as evidenced by the exchange of letters between the State and utility company dated June 8, 1962, July 26, 1962 and August 2, 1962, for reimbursement at a lump sum of $384.40. Authorization to proceed with the work is granted as of this date. Approval and reimbursement are subject to provisions of PPM 30-4.

Contrary to our letter of June 29, 1962, we will approve this utility work for Federal reimbursement, provided this work is included in the project agreement estimate. Positive steps should be taken to prevent future ommissions of this type at the P.S. & E. stage.

original to Young
8-14-62

RECEIVED
AUG 8 1962
FOR FILING

6122

August 7, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering adjustment of water lines on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

This work is necessary to clear for construction. The water lines were on private property prior to construction of existing highway and their adjustment is necessary to allow placing of culvert extensions.

Approval has been verbally recommended by the BPR Area Engineer, and the Field was authorized to proceed July 31, 1962, as an emergency measure to expedite construction. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By JAH

For L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
UG 3 1962
FOR FILING

August 2, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Yoncalla Inter.-Rice Hill Section
Pacific Highway
Douglas County
Project No. I-5-3(39)148

Dear Sir:

Herewith are two copies each of the estimate of cost and sketch covering adjustment of the Yoncalla Telephone Company's telephone line in connection with adjustment of the subject project.

This completes the agreement between the State and Company. Copies of our Staff Attorney's letter were submitted to you with our letter of June 29, 1962. This utility adjustment will be included in the Project Agreement still to be submitted.

Your approval of the agreement, with reimbursement to be made in a lump sum of $384.40, and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By JAH
L. M. Young
Office Engineer

DBP:jb

RECEIVED
AUG 1 1962
FOR FILING

6122

August 1, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering salvaging and replacing slope paving on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

The slope paving under the structure in the vicinity of Station 982, as noted on the plans, is to be salvaged and replaced as required for construction.

This work is also noted as "extra work" and has been verbally recommended for approval by the B.P.R. Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:cr

477 Cottage Street N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

July 27, 1962

08-35.4-0 6122

A. W. Parsons, Division Engineer
Salem, Oregon

BY; T. Dec
Engineering Coordinator

Oregon Force Account Work

You have contracted seeding and mulching on Projects I-5-3(39)148, Yoncalla-Rice Hill Junction, and I-5-6(34)303, Fremont Interchange Unit, in accordance with Mr. Morgan's February 28, 1962 letter. In view of the delay in contract letting for Project I-80N-3(27)81, The Dalles Section, we would appreciate receiving a preliminary report on the first two projects, with information on similar projects done by State forces for comparative purposes.

Information on State forces projects should be listed by individual projects with detailed information on costs so that a review can be made as to the similarity of the work as well as to whether overhead costs, etc. are included. In addition, we would appreciate being advised as to how the acreage, etc. is determined, so that unit costs comparable to those under contract methods may be established.

After review of the requested preliminary report, this office will advise you as to whether we concur in the comparative projects selected and the procedures utilized for use in a final analysis.

original To Morgan
7-30-62

NOTED
R. L. PORTER

[illegible]
JUL [illegible] 1962
FOR [illegible]

477 Cottage Street N.E.
Salem, Oregon

July 27, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.4-0 Salem, Oregon

Force Account Work

For your information, we attach a single copy of our Administrator's July 5, 1962 report of affirmative findings on force account work to the Senate Public Works Committee.

You will note that, with the exception of the planting experimental project in Ohio, Oregon had the largest amount of Federal-aid Primary, Urban and Interstate funds approved for force account work during fiscal year 1962.

Your department's cooperation in assembling information by contracting seeding and mulching on Projects I-5-3(39)148 and I-5-6(34)303 and proposing similar procedures on Project I-80N-3(27)81, to develop justification for work by State forces, is appreciated.

Original to Young
with attachment
7-31-62

JUL 5 1962

Honorable Dennis Chavez
Chairman
Public Works Committee
United States Senate
Washington 25, D. C.

32-30

Dear Senator Chavez:

Pursuant to Title 23, United States Code, Section 112, the summary of data on the enclosed tabulation covers those Federal-aid construction projects for which affirmative findings have been made that construction by the force account method rather than by contract awarded through competitive bidding is in the public interest. This enclosure summarizes the affirmative findings for the fiscal year 1962 in which only 1956 or subsequent fiscal year funds were involved.

The affirmative finding in each case was based on an analysis of supporting data furnished by the State with its request for authorization to perform the construction work by the force account method. The supporting data disclosed that the organizations undertaking the work were adequately equipped to complete the proposed work satisfactorily without acquiring or renting substantially more equipment, and that the type of work involved has been regularly performed in the manner proposed or was of extreme urgency, or was of such a minor or isolated nature as to preclude attracting competitive bids. Analyses indicated that the agreed unit prices proposed for the several items of work involved were substantially less than could be expected through competitive bidding for this type of work.

This report reveals a small increase in the total dollar volume of Federal-aid force account work over that performed in fiscal year 1961, however, there was a decrease of $78,700 in Federal-aid funds for this work during this period. The increase in total dollar volume is due primarily to the need for emergency repairs to flood-damaged highways and bridges in several States and to one planting experimental project on an Interstate highway system. The decrease in Federal-aid funds is due to more work being performed on the ABC system with equal participation by State and Federal-aid funds rather than on other highway systems involving a greater Federal-aid pro rata share.

If satisfactory to your committee, we propose to submit our next report on affirmative findings at the end of calendar year 1962 covering such findings made in the first half of fiscal year 1963. A copy of this report is being sent to Representative Charles A. Buckley, Chairman of the Public Works Committee of the House of Representatives.

Sincerely yours,

/s/ Rex M. Whitton

Rex M. Whitton
Federal Highway Administrator

Enclosure

RECEIVED
1962
FOR FILING

Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

July 27, 1962

ATTENTION: Mr. L. H. Young, Office Engineer

61-[illegible]
08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(39)148
Yoncalla Interchange - Rice Hill Section
Utility Adjustment - Douglas Electric Coop., Inc.

We are today approving the partial agreement as evidenced by the State's letter of June 8, 1962 with estimate and sketch map submitted by the above utility in accordance with verbal conversation with your office.

Please note that this approval and authorization to proceed with the adjustment as of July 27, 1962 pertains to the Power line crossing in the vicinity of Station 1055 only, due to interference with the contractor's operations.

It is recommended that you urge the utility company to submit the estimates and sketches for the balance of their adjustment so as to avoid any delay in the construction of the project.

Young has original
7-31-62

2

RECEIVED
JUL 26 1962
FOR FILING

I-5-3(39)148

6122

July 25, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging on the Yoncalla Interchange-Rice Hill Section of the Pacific Highway in Douglas County, Contract No. 6122, in connection with Federal-Aid Project No. I-5-3(39)148.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
JUL 19 1962
FOR FILING

[illegible]

6122

July 17, 1962

Oregon State Highway Commission

Gentlemen:

Your approval is requested for the establishment of a 35-mile-per-hour construction speed zone on the Pacific Highway between M. P. 167.2 and M. P. 171.0 in Douglas County.

This restriction was placed in effect at 8:00 a.m., July 16 and is necessary because of highway construction on the Yoncalla Junction-Rice Hill Section of the Pacific Highway.

This matter will be on the agenda for your consideration on August 9.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

pk hlb

RECEIVED
JUL 16 1962
FOR FILING

6-22

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 13, 1962

SUBJECT: Utility Adjustments
Yoncalla Interchange-Rice Hill Section
Pacific Highway
Douglas County
Project I-5-3(39)148

To:

Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Please refer to paragraphs 4 and 5 of the memorandum from Mr. A. W. Parsons of the Bureau of Public Roads to Mr. Forrest Cooper dated June 29, 1962, a copy of which is attached.

The Douglas Electric Cooperative, Inc., is now in the process of performing their non-reimbursable work. Their estimate and sketch map for all the reimbursable work will be submitted soon after August 1, 1962.

The Yoncalla Telephone Company has performed the work which was in connection with the non-reimbursable power line adjustments. The balance of the work will be undertaken as soon as the right of way is staked in that area. This staking is now in progress.

F. D. Morgan
Construction Engineer

By T.W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

TWL:fp
Attach.
cc C. H. Maison
L. H. Young
J. W. Nash
L. R. Chandler
J. L. Hagedorn

RECEIVED
JUL 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L PORTER

RECEIVED
[illegible] 1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

June 29, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(39)148, Yoncalla Interchange-
Rice Hill Section of the Pacific Highway

As requested in your letter of today, advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in award of contract No. 6122 to Roy L. Houck Sons Corporation of Salem, Oregon, second low bidder in the amount of $876,721.10 at the June 27, 1962 bid opening.

Inasmuch as the low bidder, S. A. Hutchins and Associates, had qualified their bids on this project and Project I-105-4(107)196, stating that they would not accept award of contracts totaling more than $1,310,000 at this letting, and since the total of their bids on the two projects is $1,421,222.70, they can be awarded only one of the two contracts.

We agree with your finding that, since the difference between first and second bidder on the subject project is $9,213.40 and $56,684.00 on Project I-105-4(107)196, it would be to the advantage of the State to award this project to the second low bidder and Project I-105-4(107)196 to the low bidder.

The engineer's estimate for this project includes an item of $1,500.00 covering work by Douglas Electric Cooperative, Inc., in connection with adjustment of its facilities. Also, the Yoncalla Telephone Company has some distribution lines that are in conflict with the Rice Hill Interchange. Work by the latter utility is non-reimbursable. We are informed that the legal department has notified both utilities of the necessity for these changes and has requested advice concerning their plans for accomplishing the work.

It is urged that arrangements be made to accomplish the utility adjustments promptly so as not to interfere with the construction contract.

original To Young
7-3-62

NOTED
R. L. PORTER

RECEIVED
AUG 1 1962
FOR FILING

112

Salem, Oregon
July 11, 1962

Agenda Item 4-1
Southern Pacific Company
Yoncalla Junction-Rice Hill Sec.
Douglas County

Mr. Forrest Cooper
State Highway Engineer
Office

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Attached are two copies of an easement agreement with the Southern Pacific Company providing for the establishment of a locked gate access to be used only by the SP Company's maintenance forces in connection with construction on the Yoncalla Junction-Rice Hill Section of the Pacific Highway in Douglas County. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

RECEIVED
JUL 2 1962
FOR FILING

6122

June 29, 1962

Roy L. Houck Sons' Corporation
1565 20th Street, N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6122 for grading, paving, signing and structure on Yoncalla Interchange-Rice Hill section of Pacific Highway in Douglas County.

This award was based on your bid of $876,721.10 which was the second low bid submitted to the Commission on June 27, 1962, for this project. The low bidder, S. A. Hutchins & Associates Construction Company had qualified their bid by stating they would not accept contracts in excess of $1,310,000 at this letting.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: S. A. Hutchins & Associates Construction Co.
P. O. Box 190
Sutherlin, Oregon
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JN 27 1962
FOR FILING

I-5-2(34)-1

6-22

June 25, 1962

Oregon State Highway Commission

Gentlemen:

At the top of Rice Hill on the Yoncalla Junction-Rice Hill Section of the Pacific Highway in Douglas County, it has been necessary to close off an existing access to the Southern Pacific Company's track and an abandoned station ground.

There will be before you at the June 29 Commission meeting duplicate copies of an easement agreement between the State and the Southern Pacific Company providing for the establishment of a locked gate access at this point to be used only by Southern Pacific Company maintenance forces. The State will build the fence and gate as a part of the project. Your approval and execution of the agreement is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query ---- Please return both copies of agreement to Mr. Paxson for further handling.
G. S. Paxson
Victor D. Wolfe

GSP:ms hlb

RECEIVED
JUL 17 1962
FOR FILING

FORM E-30 50M 9-61 84397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1962

SUBJECT: Southern Pacific Company
Yoncalla Jct. - Rice Hill Sect.
Pacific Highway
Douglas County

To: Mr. G. S. Paxson
Deputy Highway Engineer
Office

Returned herewith is the Southern Pacific Company's document which you transmitted to this office for checking, by letter of June 12, 1962.

The described line in the document coincides with the Southerly easement line which was described in the document granted to the State in 1933. The entrance way width of 42.0 feet, as reserved in this new document, does not conform exactly to the way the plans show the fencing to be installed. Our plans show the fence angles to be approximately 80 feet apart on this described line, however the 42 foot opening is within this 80 foot area, so possibly our plans would be satisfactory.

Frank D. Morgan
Construction Engineer
By D J Barbee
D. J. Barbee
Assistant Const. Engineer

Attach.

FOS:lw

[illegible]

NOTED
G. S. P.

RECEIVED
JUN 1 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC COMPANY, a corporation, owner of certain lands situate in the Northeast quarter of Section 32 and the Northwest quarter of Section 33, Township 23 South, Range 5 West, Willamette Meridian, in the County of Douglas, State of Oregon, does hereby release and relinquish to the STATE OF OREGON, acting by and through its State Highway Commission, any and all rights of access appurtenant to said Company's remaining land over and across the southerly line of the land described in deed dated April 3, 1933 between the Southern Pacific Company and the State of Oregon, acting by and through its State Highway Commission, for 1.66 acres, more or less, said southerly line being described as follows:

> BEGINNING at the point of intersection of the southerly line of said Northeast quarter of Section 32 with the southerly line of said 1.66 acre parcel, being also the most southerly corner thereof, distant Westerly, along said southerly line of the Northeast quarter, 323.20 feet from the east quarter corner of said Section 32, and also 30 feet northerly measured radially from the original located center line of main track of said Company; thence (1) Easterly along said southerly line described in said Deed, on a curve to the right of a radius of 1176.28 feet, an arc distance of 188.50 feet to a point; (2) North 79°41' East, tangent to last described curve at last mentioned point, 359.99 feet to a point; (3) Easterly along a curve to the left of a radius of 2292.01 feet, an arc distance of 346.02 feet to a point hereinafter referred to as Point "A" that is distant North 70°12'44" East, 581.94 feet from the west quarter corner of said Section 33; (4) continuing easterly, along said southerly line on a 2292.01 foot radius curve to the left, an arc distance of 42.00 feet to a point hereinafter referred to as Point "B"; (5) continuing easterly along said radius curve, being also southerly line of said land described in said deed, 45.66 feet to an angle point in said southerly line that is 40.0 feet southeasterly, measured radially from the center line of Pacific Highway as of 1932; (6) South 23°26'45" East, continuing along said southerly line of said 1.66 acres, 10.0 feet to an angle point therein and (7) continuing along said southerly line described in said deed, along a curve to the left of a radius of 2342.01 feet, an arc distance of 150.28 feet to the most easterly corner of said 1.66 acres, that is 100 feet northerly at right angles from said center line of main track.

Excepting from the above for a private roadway entrance way that portion of said southerly line described in said deed, having an arc

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC COMPANY, a corporation, owner of certain lands situate in the Northeast quarter of Section 32 and the Northwest quarter of Section 33, Township 23 South, Range 5 West, Willamette Meridian, in the County of Douglas, State of Oregon, does hereby release and relinquish to the STATE OF OREGON, acting by and through its State Highway Commission, any and all rights of access appurtenant to said Company's remaining land over and across the southerly line of the land described in deed dated April 3, 1933 between the Southern Pacific Company and the State of Oregon, acting by and through its State Highway Commission, for 1.66 acres, more or less, said southerly line being described as follows:

> BEGINNING at the point of intersection of the southerly line of said Northeast quarter of Section 32 with the southerly line of said 1.66 acre parcel, being also the most southerly corner thereof, distant Westerly, along said southerly line of the Northeast quarter, 323.20 feet from the east quarter corner of said Section 32, and also 30 feet northerly measured radially from the original located center line of main track of said Company; thence (1) Easterly along said southerly line described in said Deed, on a curve to the right of a radius of 1176.28 feet, an arc distance of 188.50 feet to a point; (2) North 79°41' East, tangent to last described curve at last mentioned point, 359.99 feet to a point; (3) Easterly along a curve to the left of a radius of 2292.01 feet, an arc distance of 346.02 feet to a point hereinafter referred to as Point "A" that is distant North 70°12'44" East, 581.94 feet from the west quarter corner of said Section 33; (4) continuing easterly, along said southerly line on a 2292.01 foot radius curve to the left, an arc distance of 42.00 feet to a point hereinafter referred to as Point "B"; (5) continuing easterly along said radius curve, being also southerly line of said land described in said deed, 45.66 feet to an angle point in said southerly line that is 40.0 feet southeasterly, measured radially from the center line of Pacific Highway as of 1932; (6) South 23°26'45" East, continuing along said southerly line of said 1.66 acres, 10.0 feet to an angle point therein and (7) continuing along said southerly line described in said deed, along a curve to the left of a radius of 2342.01 feet, an arc distance of 150.28 feet to the most easterly corner of said 1.66 acres, that is 100 feet northerly at right angles from said center line of main track.

Excepting from the above for a private roadway entrance way that portion of said southerly line described in said deed, having an arc distance of 42.0 feet, lying between said Points "A" and "B".

IN WITNESS WHEREOF, Southern Pacific Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this ______ day of ________________, 1962.

SOUTHERN PACIFIC COMPANY

By____________________________
Vice President

Attest________________________
Assistant Secretary

RECEIVED
JUN 12 1962
FOR FILING

June 12, 1962

Mr. Alfred W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

Re: Yoncalla Junction-Rice Hill
Section, Pacific Highway
Douglas County

Attached is the original copy of an agreement with the Southern Pacific Company covering the installation of a locked gate at the summit of Rice Hill. This was discussed with your office by letter dated September 20, 1961, to which you replied on September 25, 1961, signifying your approval of the installation of a locked gate. I would appreciate your looking over the agreement and advising as to your approval.

This is the copy which must be presented to the Highway Commission for execution and I would ask that it be returned to us when you have completed your examination.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:mm
attach.
bc Mr. Forrest Cooper
Magdalene - Please have a 10-day B/U.

4-59

S-2269

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

REAL ESTATE DEPARTMENT

E. F. WIDDAS
MANAGER
R. P. BRAY
ASSISTANT MANAGER
V. A. WOLFE
ASSISTANT TO MANAGER

IN REPLY PLEASE REFER TO
Rice Hill 0-5

June 6, 1962

Oregon State Highway Dept.
Div. of Highways
Salem, Oregon

Gentlemen:

In regard to your project to convert existing Highway 99 to interstate freeway standards in the vicinity of Rice Hill, Oregon, attached is copy of indenture from Southern Pacific Company to the State of Oregon, acting by and through its State Highway Commission, covering relinquishment of access rights to parcel of land as more particularly described therein.

Also attached are duplicate counterparts of proposed indenture between Southern Pacific Company and State of Oregon, covering grant of easement to the State for installation of fence and gates on parcel of land as more particularly described therein.

If these indentures are satisfactory, please arrange for signature on the part of the State on the easement indenture in duplicate, and return both counterparts to this office together with consideration of $100 for the relinquishment of access.

Fully executed counterparts of relinquishment of access and easement indentures will be forwarded to you upon compliance with the above.

Yours very truly,

E. F. Widdas RPB

RECEIVED
JUN - 8 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 5, 1962

By:

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

M. E. Martin
Acting Division Engineer

Oregon Project I-5-3(39)148

We have approved, as of this date, the P. S. and E. documents for the grading, paving, signing and structure of the Yoncalla Interchange-Rice Hill Section of the Pacific Highway, Douglas County.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights of way and rights of entry have been acquired.

original To Young
6-8-62

FORM E-129X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
1962
FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 1, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Right of Way Status
Yoncalla Junction-Rice Hill
Section
Pacific Highway
Grading, Paving, Signing
and Structure

Dear Sir:

All rights of way and rights of entry have been obtained on this project, except for the three files hereafter listed.

File No.	33517	Powell	$2,050
	33518	Johnston	100
	34373	Anderson	2,245
			$4,395

After a full period of negotiation, these files are undergoing legal handling. We expect to have suits in condemnation filed on or before June 22.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:ag

cc Mr. Forrest Cooper
Mr. L. H. Young
Mr. L. I. Lindas

NOTED
FORREST COOPER

RECEIVED
JUN 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1962
FOR FILING

[illegible]

6122

April 19, 1962

Mr. F. L. Sulloway, Area Plant Supt.
Western Union Telegraph Company
125 - 12th Street
Oakland 7, California

Dear Sir:

Re: Overcrossing of Southern Pacific Tracks near Yoncalla

In reference to your telegram of April 17, it will probably be at least six months before we are ready to advertise a job for the overcrossing of the Southern Pacific tracks south of Yoncalla in Douglas County. This project is one, however, that is on the schedule for early construction, and I would suggest that your surveys and estimates be progressed at this time.

Your inspector should contact Mr. L. R. Chandler, our Division Engineer at Roseburg, who will assign an engineer to assist in the survey. Mr. Chandler's telephone number in Roseburg is OR 2-4444.

The construction of the connection between the Sunset Highway near Beaverton and US99W near Tigard is still in the preliminary planning stages and we cannot supply sufficient data at this time to warrant any survey on your part.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Forrest Cooper
Mr. Fred Klaboe
Mr. L. R. Chandler

P.S. This supplements my telegram of April 19.

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA127 OD248

1962 APR 17 PM 1 47

O LLE159 DH=OAKLAND CALIF 17=
=G S PAXSON DEPUTY STATE HWY ENGINEER=
PUBLIC WORKS DEPT SALEM ORG=

RECEIVED
APR 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

=¶ WE HAVE INFORMATION THAT THE STATE PROPOSES OVERHEAD AND DRAINAGE IMPROVEMENT OF SO. PAC. NEAR YONCALLA, ALSO CONNECTION BETWEEN BALDOCK FREEWAY AND SUNSET HIGHWAY NEAR BEAVERTON NO DOUBT INVOLVING OUR FACILITIES. AS WE NOW HAVE AN INSPECTOR IN THIS AREA, PLEASE ADVISE BY WIRE IF IT IS NOW IN ORDER FOR US TO MAKE THE NECESSARY SURVEYS FOR PROTECTION TO OUR FACILITIES. IF SO ADVISE ADDRESS AND FONE NBR OF YOUR REPRESENTATIVE TO CONTACT=

F L SULLOWAY AREA PLANT SUPERINTENDENT WESTERN

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS

DL=Day Letter

NL=Night Letter

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The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

UNION TEL CO 125 12 ST OAKLAND CALIF.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	X
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Mr. F. L. Sulloway, Area Plant Supt.
Western Union Telegraph Company
125 12th Street
Oakland 7, California

Survey and estimates on project south of Yoncalla could be made now. Contact L. R. Chandler, Division Engineer, Roseburg, telephone number OR 2-4444. Sunset Highway to Beaverton still in preliminary stage. No advantage in making survey now.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	X
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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Mr. F. L. Sulloway, Area Plant Supt.
Western Union Telegraph Company
125 12th Street
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G. S. Paxson
Deputy State Highway Engineer

GSP:ms

RECEIVED
MAR 23 1962
FOR FILING

March 20, 1962

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: Yoncalla Junction-Rice Hill
Section, Pacific Highway
Douglas County

In the conversion of the Yoncalla Junction-Rice Hill Section from the present two-lane highway to the four-lane Interstate Freeway, we propose to build a parallel overcrossing of your track alongside the existing Sutherlin Junction overcrossing.

Attached are three prints from our Drawing 17245, on which we have shown in orange the additional easement requested for this four-lane construction.

There is some question remaining as to the rerouting of the creek so that the existing bridge under our structure can be eliminated. If this is to be done by your forces, probably no easement for the new structure or the ditches leading to the structure will be required. If easement for such purposes is required, please add it to the easement requested. Also attached are three copies of our descriptions for the easement shown in orange.

It would be appreciated if you would process the necessary descriptions and map so that the agreement can be presented to the Commission immediately after we have held the P.U.C. hearing.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Forrest Cooper

Attach.

DESCRIPTION ONLY

Southern Pacific Company

Yoncalla Junction - Rice Hill

Douglas County

File No. 34555
RHB 2-23-62
7B-14-16

Pacific Highway

Permanent easement for railroad crossing structure

A parcel of land lying in the SE¼ of Section 15, Township 23 South, Range 5 West, W. M., Douglas County, Oregon; the said parcel being described as follows:

Beginning at the intersection of the Westerly right of way line of the Southern Pacific Company and Northwesterly line of a certain easement granted to the State of Oregon by and through its State Highway Commission, said easement being recorded in Book 223, Page 94 of Douglas County Deed Records, said intersection being on a line which is parallel to and 100 feet Northwesterly of the center line of the Pacific Highway; thence North 40° 34' East parallel to and 100 feet Northwesterly of said Highway center line 82.17 feet to the Easterly right of way line of said Southern Pacific Company; thence Northerly along said Easterly right of way line on a 2894.82 foot radius curve left, 130 feet, more or less, to a line which is parallel to and 200 feet Northwesterly of said Highway center line; thence South 40° 34' West parallel to said Highway center line to the Westerly right of way line of said Southern Pacific Company; thence Southerly along the Westerly right of way line of said Southern Pacific Company on a 2834.82 foot radius curve right, 130 feet, more or less, to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.18 acre.

pf/mc

FINAL SURVEY

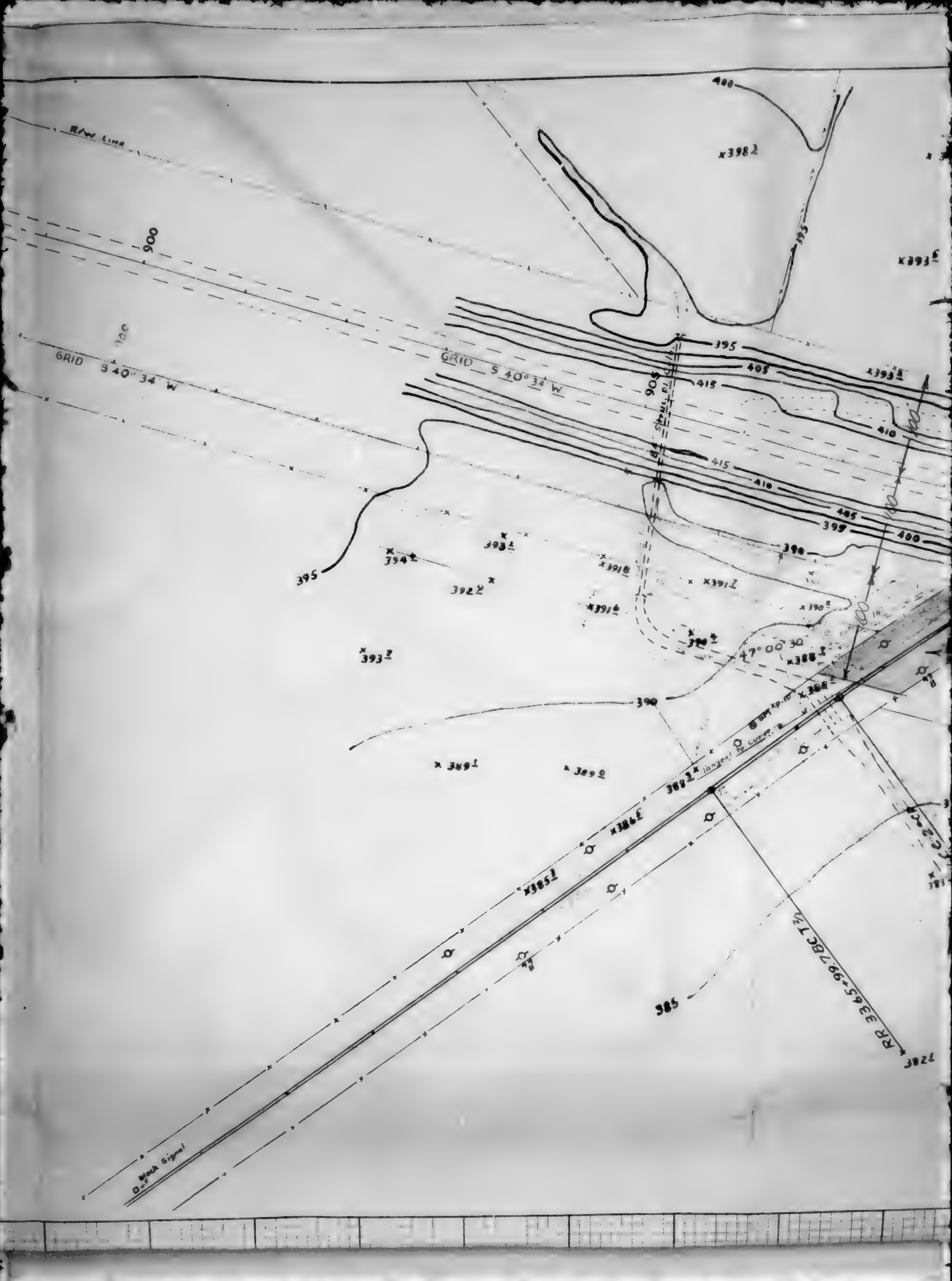
NOTE BOOK

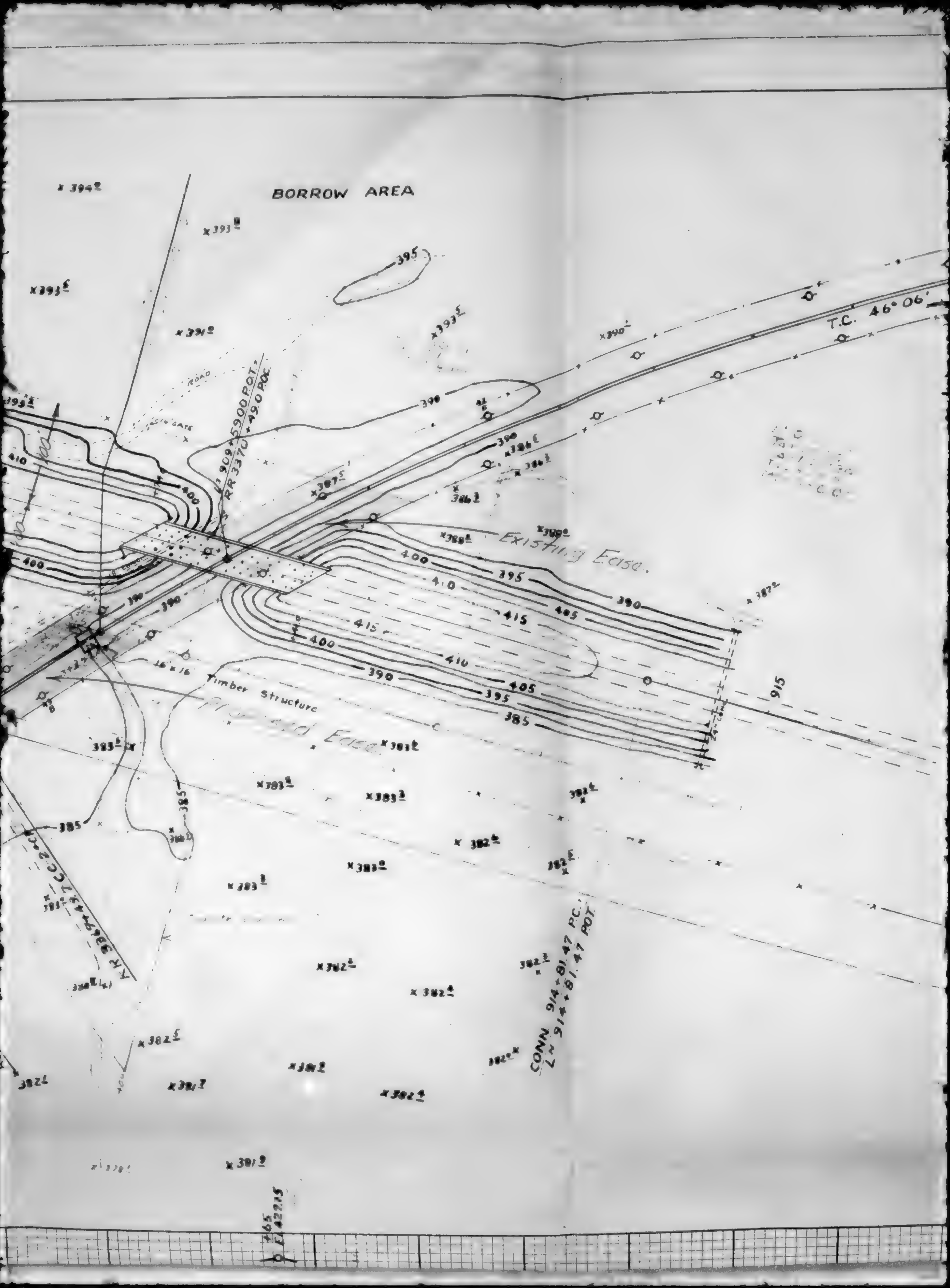
NO.

	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

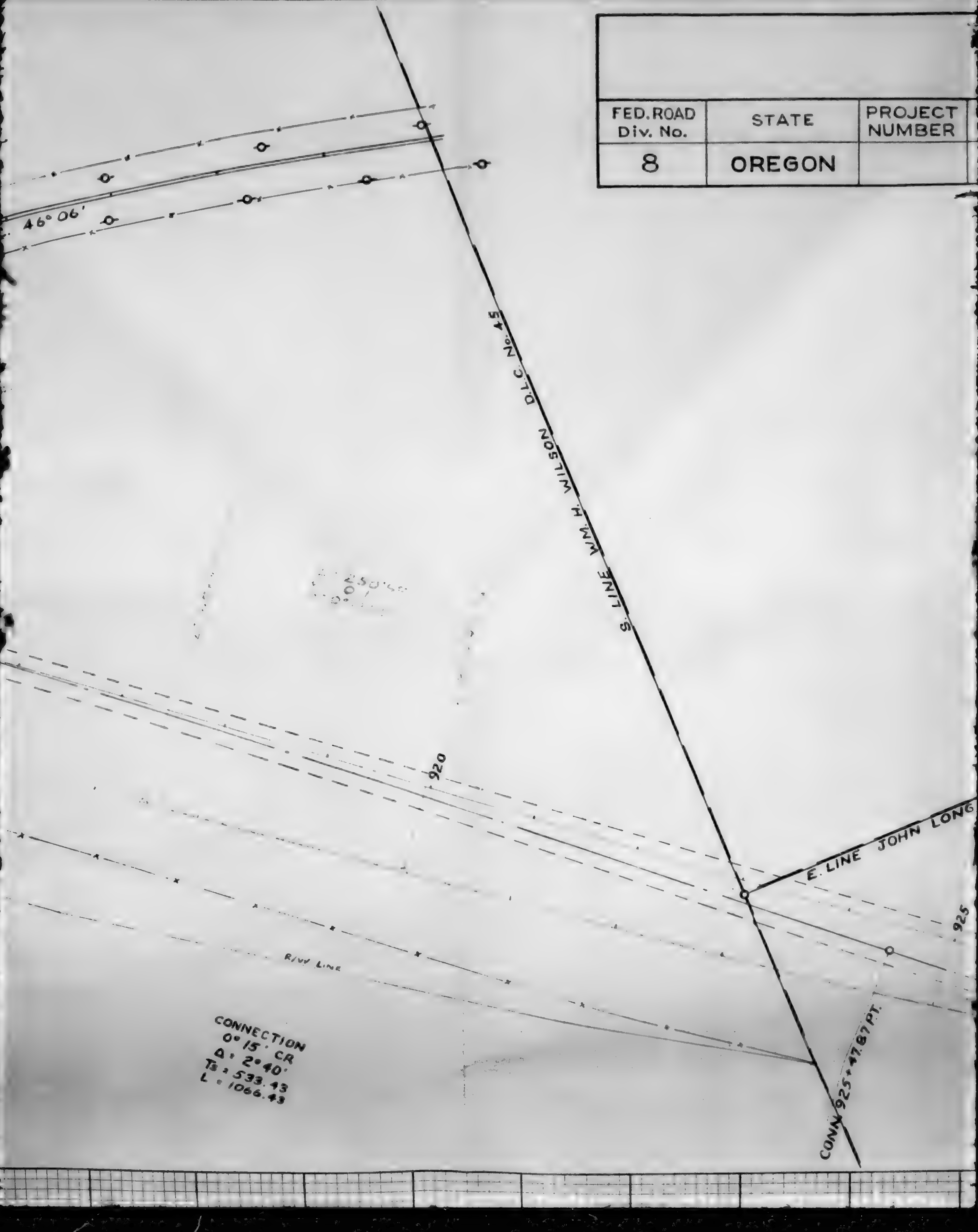
SECTION 15
T. 23 S. R 5 W.W.M.

MAP SCALE: 1" = 100'

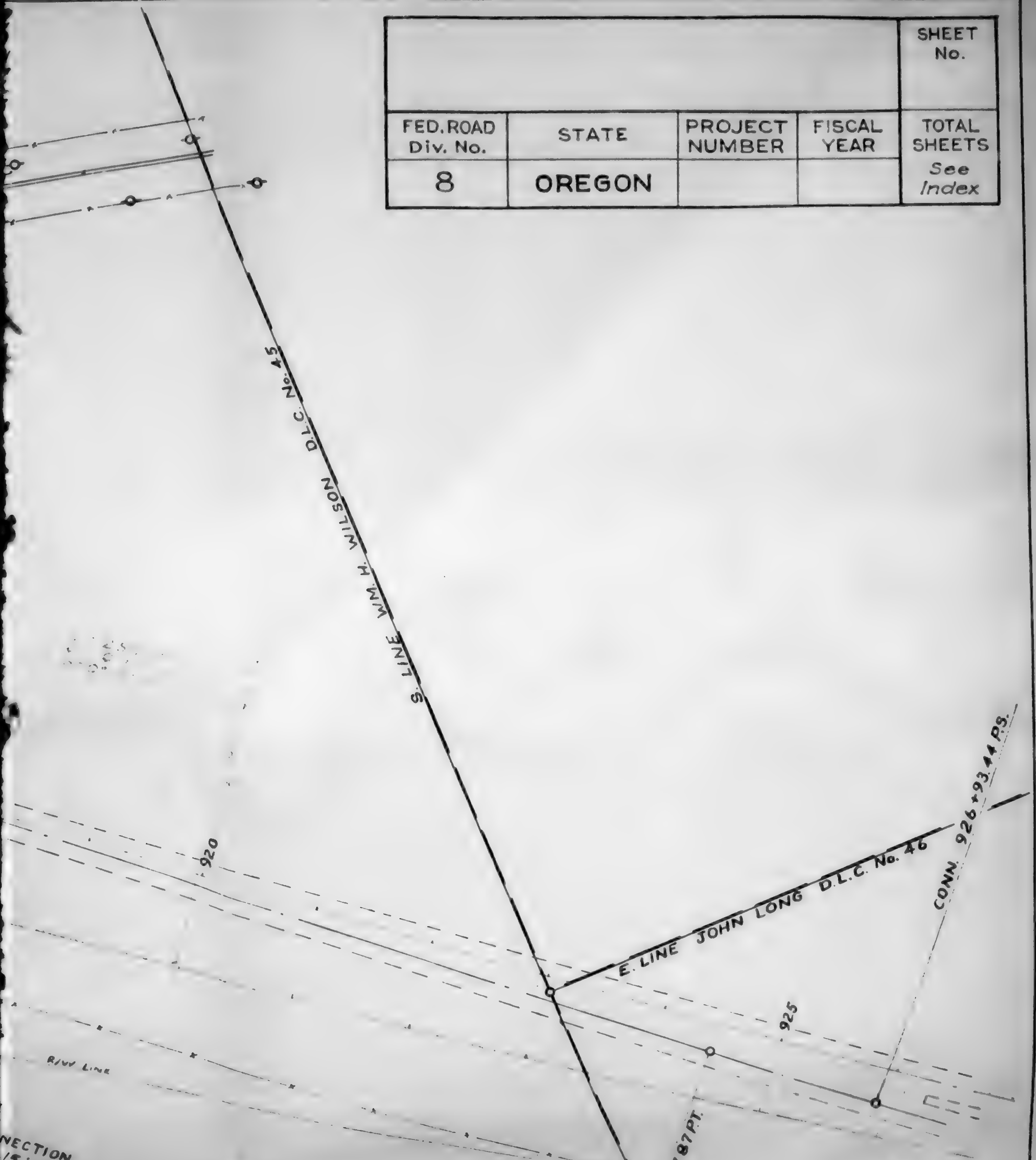

R/W Line
900
GRID S 40° 34' W
GRID S 40° 34' W
400
x398
395
x393
395
405
415
x393
410
400
905
Struc. PL
415
410
405
399
400
100
390
395
x394
x393
392
x391
x391
x391
x390
x388
47°00'30"
x393
390
x389
x389
388
Tangent to curve
x386
x385
385
RR 3365+99.7 BC T
382
383
Block Signal


BORROW AREA
x 394.2
x 393.8
x 393.5
x 391.2
395
x 393.5
x 390.1
T.C. 46° 06'
Road
390
909+59.00 P.O.T. = RR 3370+49.0 P.O.C.
x 387.5
x 386.5
x 386.3
x 386.3
x 388.8
x 390.0
Existing Ease.
400
410
395
390
405
415
400
410
390
405
395
385
x 387.2
915
16 x 16
Timber Structure
Proposed Ease.
x 383.5
x 383.8
x 383.8
x 383.3
x 382.6
385
385
x 382.6
x 383.0
x 382.5
x 383.3
RR 3369+43.7 C.C.
x 382.6
x 382.4
x 382.3
x 382.5
x 382.2
x 381.8
x 381.7
x 382.4
CONN. 914+81.47 P.C. = LN 914+81.47 P.O.T.
x 381.9
+65
EL 427.15

FED. ROAD Div. No.	STATE	PROJECT NUMBER
8	OREGON	



				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			*See Index*

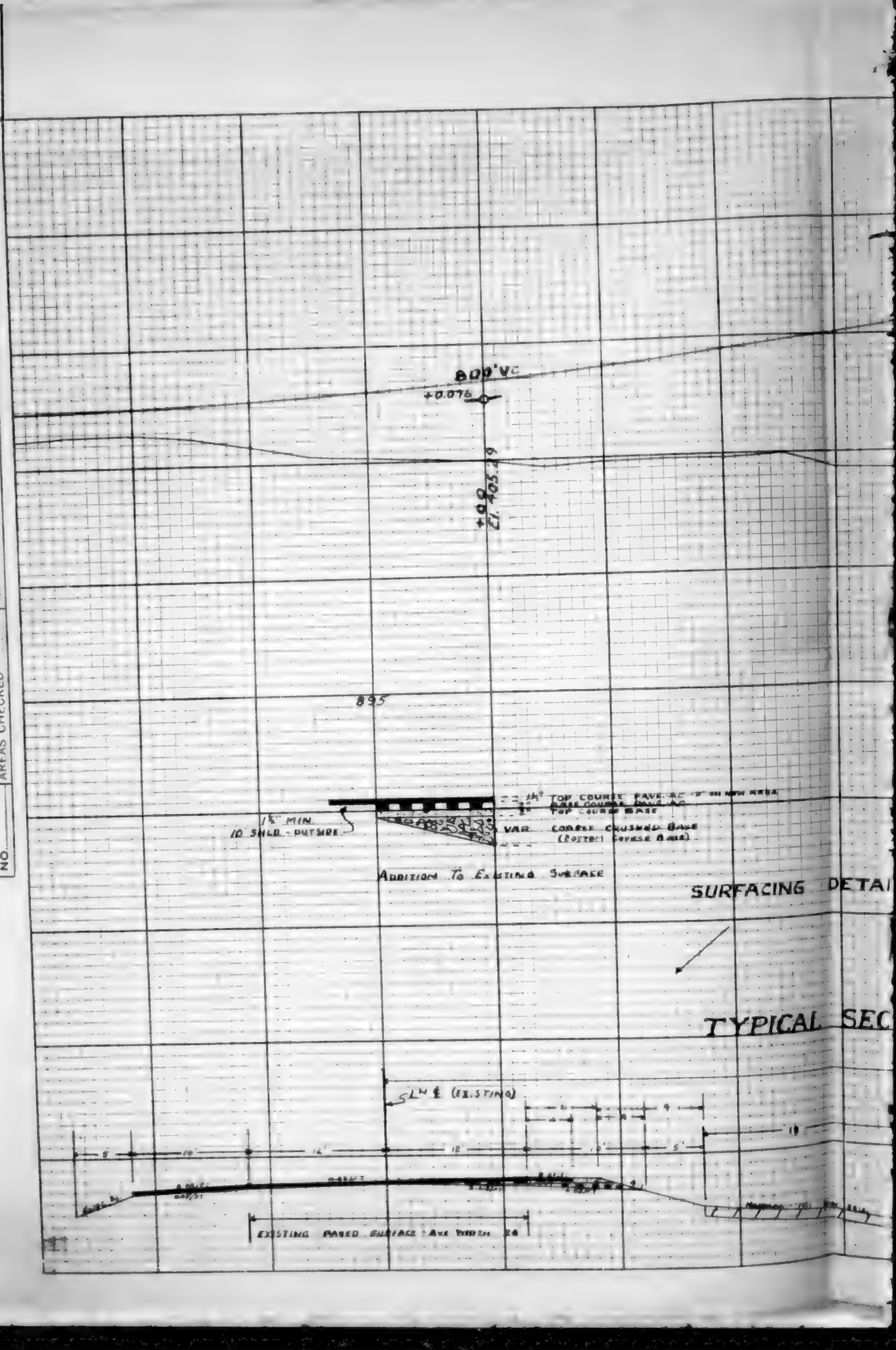


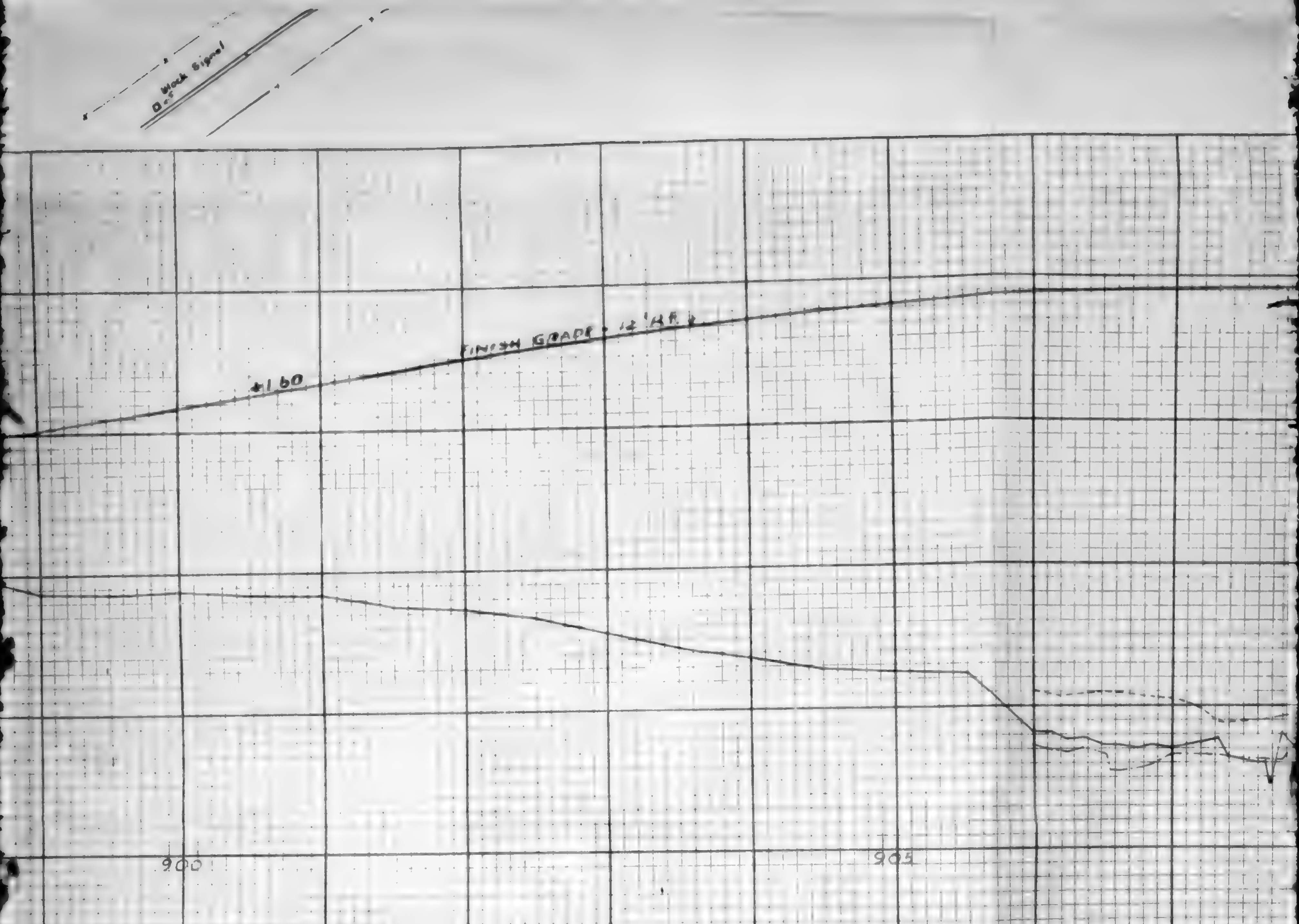
ORIGINAL SURVEY

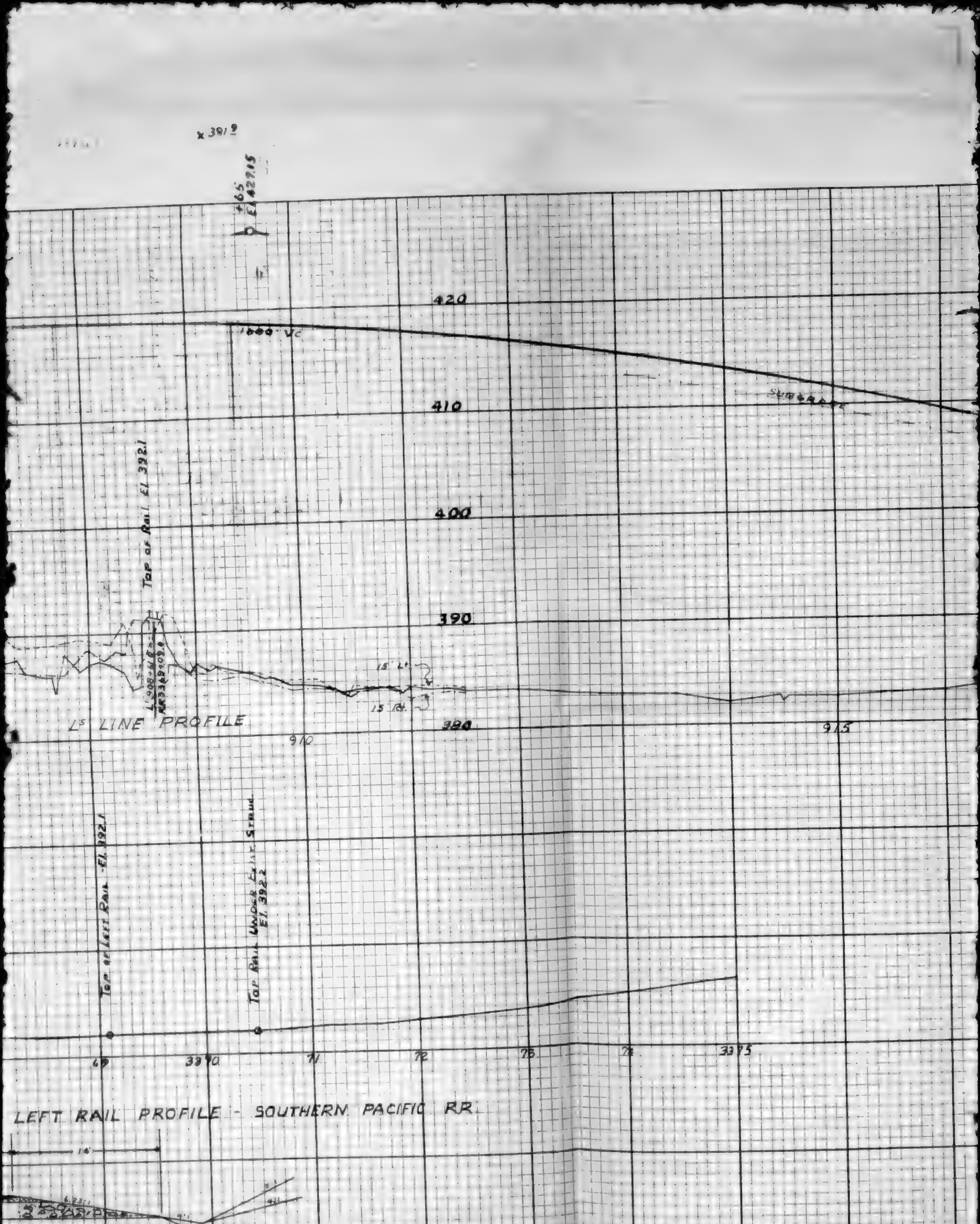
	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

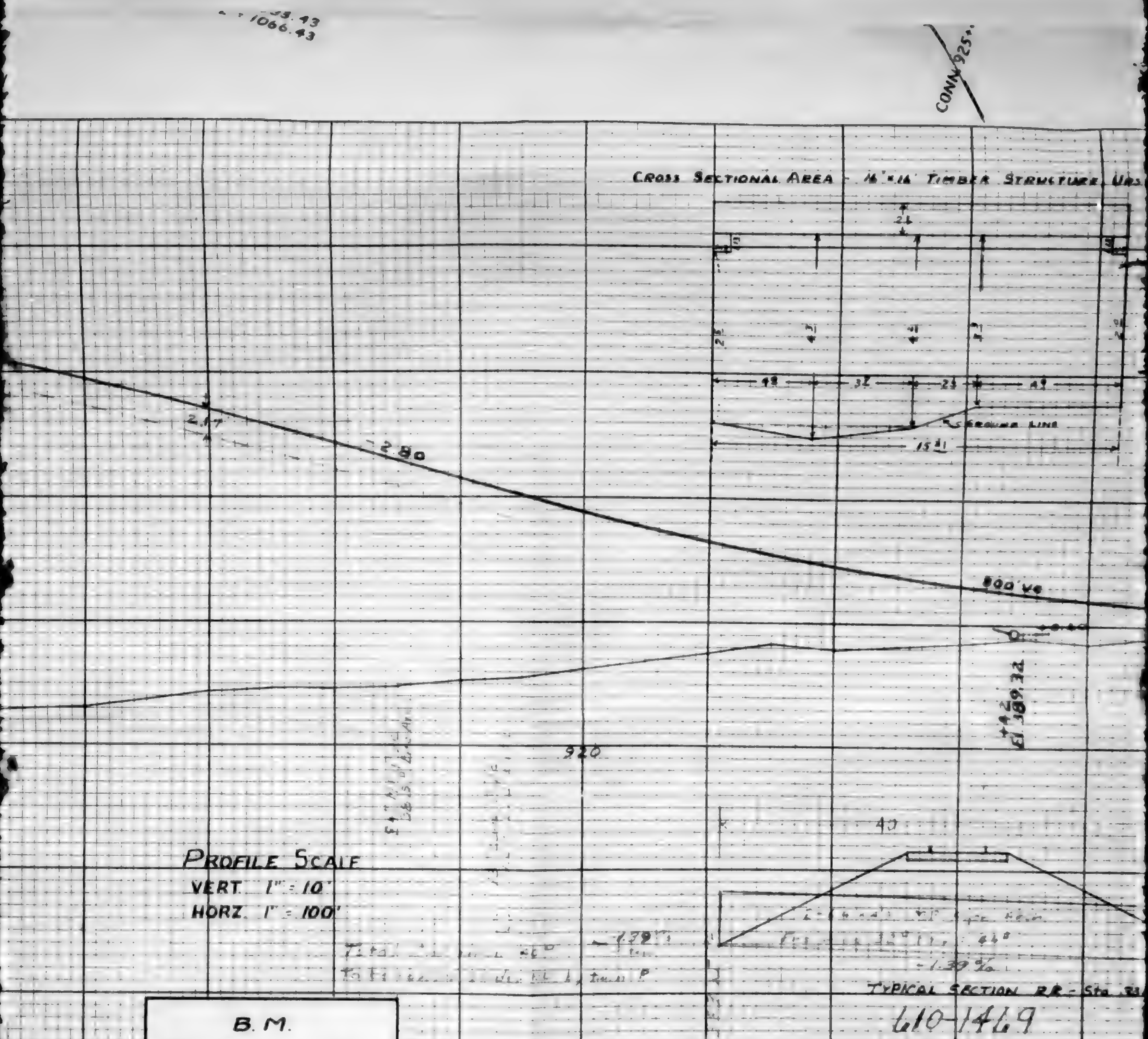
NOTE BOOK

NO.




Work Signal
D=5°
FINISH GRADE - ¢ R.R.
+1.60
900
905
2" TOP COURSE PAVE. - AC
3" BASE COURSE PAVE. - AC
2" TOP COURSE BASE
10' SHLD. - OUTSIDE
4' SHLD. - INSIDE
2' SHLD. - OUTSIDE
18" BOTTOM COURSE BASE
9045+88.07 BC
DETAILS
NEW ROADBED SURFACE
400
390
L SECTION
33 65
66
67
68
100'
L⁵E 2
LEFT R
26'
11
6
12
12
10
12
MIN. 20:1
NORMAL 10:1
MIN. 20:1
TOP SOIL


x 391.9
+65
El 427.15
420
1600' VC
410
SUBGRADE
400
Top of Rail El 392.1
390
L^s 908+41.8±
RR 3369+02.0
15' Lt
15' Rt
L^s LINE PROFILE
380
910
915
Top of Left Rail - El 392.1
Top Rail Under Exist Struct
El 392.2
69
3370
71
72
73
74
3375
LEFT RAIL PROFILE - SOUTHERN PACIFIC RR
16'
2:1



610-1469

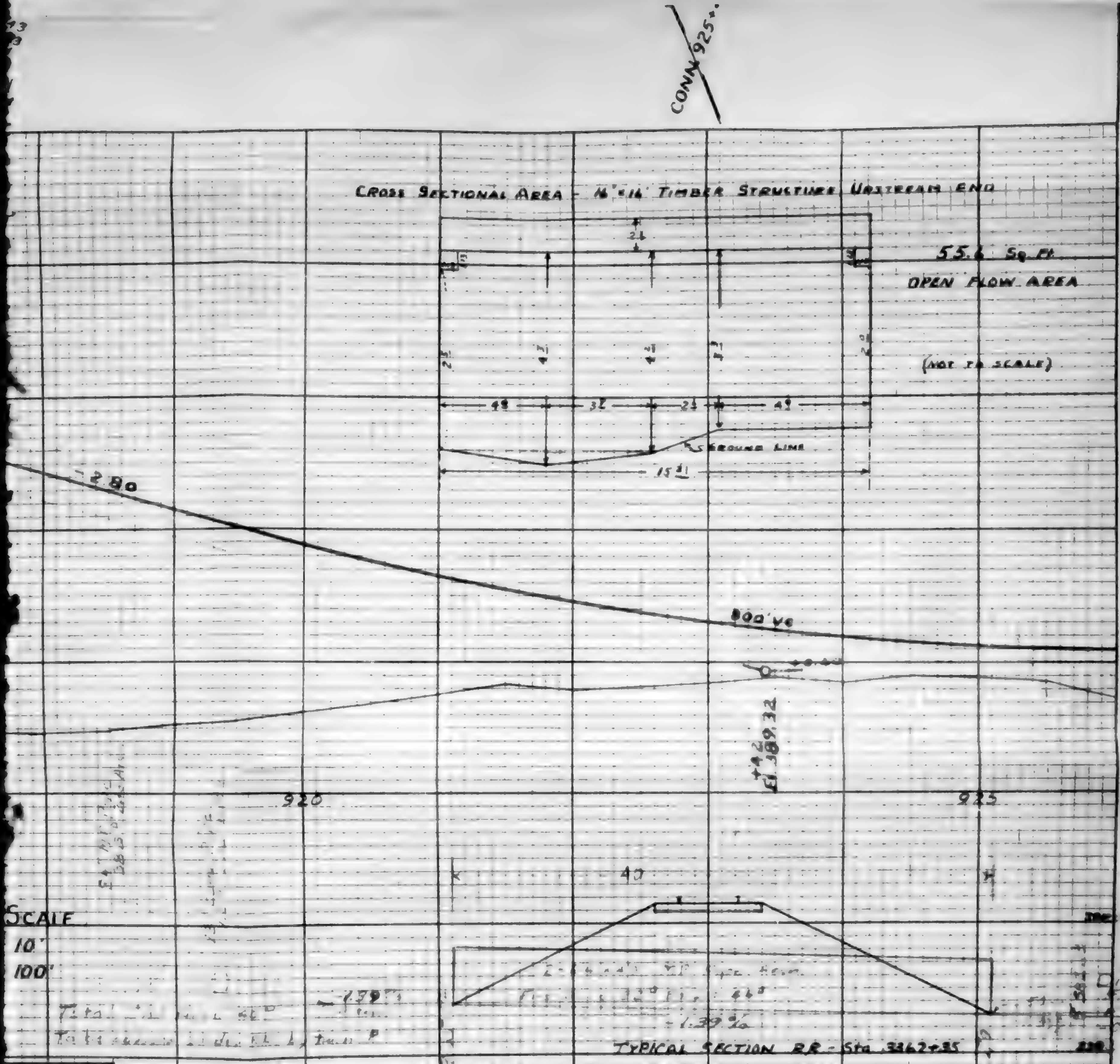
B. M.

DISK RIVETED TO 3½"
IRON PIPE, APPROX. 125
YARDS NORTH OF EXISTING
HWY. STRUCTURE ON RR
R/W - 24.2' EAST OF RAIL
STAMPED "PRIM. TRAV. STA No 7
389 B 1903 1917"
ELEV. 390.065

OREGON STATE HIGHWAY DEPARTMEN
VICINITY MAP & PROFILE
HIGHWAY OVERPASS - S. P
ELKHEAD ROAD ~ RICE HILL SE
PACIFIC HIGHWAY
DOUGLAS COUNTY
SEPTEMBER 1961 ~ GEARY H. WORTH, LOC

Br# 7640A

Dwg# 1



610-1469

To 3½"
ROX. 125
EXISTING
RE ON RR
AST OF RAIL
TRAV. STA. No 7
1917"
.065

OREGON STATE HIGHWAY DEPARTMENT
VICINITY MAP & PROFILE
HIGHWAY OVERPASS - S. P. R. R.
ELKHEAD ROAD ~ RICE HILL SECTION
PACIFIC HIGHWAY
DOUGLAS COUNTY
SEPTEMBER 1961 ~ GEARY H. WORTH, LOC ENGR.

Br# 7640A
Dwg# 17245

RECEIVED
OCT 12 1961
FOR FILING
[illegible]
[illegible]

October 9, 1961

agenda
4n-3

County Court
Douglas County Courthouse
Roseburg, Oregon

Gentlemen:

The State Highway Commission at its meeting on September 15, 1961 adopted a survey concerning improvement of the Yoncalla-Rice Hill Section of the Pacific Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 242).

You will recall that a public hearing on this project was held in Roseburg on June 1, 1961 and a transcript of the hearing was sent to you. The Commission took action only after careful study of the transcript and consideration of the Highway Engineer's recommendation.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

rj

cc: Vic Wolfe

RECEIVED
OCT 4 1961
FOR FILING

October 4, 1961

Oregon State Highway Commission

Gentlemen:

At the September 15 meeting, you approved a survey between Yoncalla and Rice Hill on the Pacific Freeway in Douglas County which involved the construction of an interchange. We had held a public hearing, in which two plans were presented, and opinion of the area residents seemed about equally divided and there was no set pattern. Since the hearing, however, a very predominant pattern has been established wherein the area residents as well as the County Court of Douglas County favor the so-called low-level plan, which utilizes the present underpass and standard off and on legs to the main highway.

Either plan is acceptable to both the Highway Department and the Bureau of Public Roads, and the low-level plan is somewhat cheaper. We had recommended the overcrossing plan, as at that time we felt that it would best serve the local interests over a long period of years; however, the only reason for the interchange is to serve the local area, and as the low-level plan is preferred by a majority of the area residents and is entirely acceptable as far as interstate standards are concerned, I recommend your reconsideration of this matter to the end that the low-level plan utilizing the present undercrossing be constructed.

This matter will be on the next agenda for your consideration.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:mo

cc Tom Edwards

E. R. METZGER
COUNTY COMMISIONER

V. T. JACKSON
COUNTY JUDGE

RAY E. DOERNER
COUNTY COMMISONER

CHARLES DOERNER
CLERK
LELAND W. SVARVERUD, JR.
ASSESSOR
BERT LAURANCE
TREASURER

AVERY W. THOMPSON
DISTRICT ATTORNEY
IRA C. BYRD
SHERIFF
FRED M. DARBY
SURVEYOR

DOUGLAS COUNTY
Roseburg, Oregon

September 29, 1961

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
Highway Building
Salem, Oregon

Dear Sir:

At the time of the hearing regarding the Highway Interchange at the north end of Rice Hill, we made the statement that we were principally interested in two things. One, that as little damage and disruption as possible be done to the businesses located at the present interchange, and two, that easy access be given to all residents living along the route.

This has been our policy as to the four lane program. We have no intention of trying to tell the department how, or where to build their highways, knowing that you are better qualified and have more knowledge and information than we have.

However, some time after the hearing, Mr. D. J. Barbee from your office called on us and stated that he had come down to again interview the people concerned with the location and design of the interchange and that the Department would give them whatever type of interchange they desired.

These interested people call on us quite often and from their petitions and statements we are given to understand that they favor, almost universally, not an overhead but an interchange at grade so that the view of their properties, especially from the south-bound traffic, would not be obstructed.

In view of these promises made to us and to the interested parties, we do not understand the Department's attitude in selecting a high overhead interchange. While we do not know that such a plan is now official, from all we hear it is the one contemplated.

Sincerely yours,

DOUGLAS COUNTY COURT

V.T. Jackson
County Judge

E L Metzger
Commissioner

Ray E Doerner
Commissioner

VTJ:lt

RECEIVED
OCT 2 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 7 1961
FOR FILING

I-5-3([illegible])140

1-1[illegible]

September 5, 1961

Oregon State Highway Commission

Gentlemen:

Our survey on the Yoncalla-Rice Hill Section of the Pacific Highway has been completed. A public hearing was held on this section on June 1, 1961, at which time all discussion centered around the type and location of the North Rice Hill Interchange. A copy of the hearing transcript was furnished to you on June 20.

Two diamond-type interchanges were discussed at the hearing. These were located approximately 300 feet apart. All discussion at the hearing relative to these interchanges indicated that those present favored the most northerly of the two locations. Some discussion was had at the hearing regarding leaving the existing underpass in place and constructing only standard off and on ramps.

A plan of interchange constructing standard off and on ramps and utilizing the present underpass was developed, and personal contact was then made with members of the county court and the individuals who expressed any opinion regarding the interchange at the hearing.

Members of the county court indicated that they would approve any plan of interchange which would serve the needs of the people. The various individuals contacted were evenly divided between their approval of the most northerly diamond interchange and the plan using the standard off and on ramps with the present underpass.

It is my opinion that the completed diamond interchange would give more satisfactory service over a period of years than the plan in which we would utilize the present underpass. For that reason, I recommend that we construct the more northerly diamond-type interchange.

This section is on the Interstate System and will be financed with Interstate funds. It is 3.15 miles in length. I am attaching a map for your information.

I recommend your approval of this survey and the authority to purchase the necessary right of way.

This matter will be on the agenda for the September 15 Commission meeting.

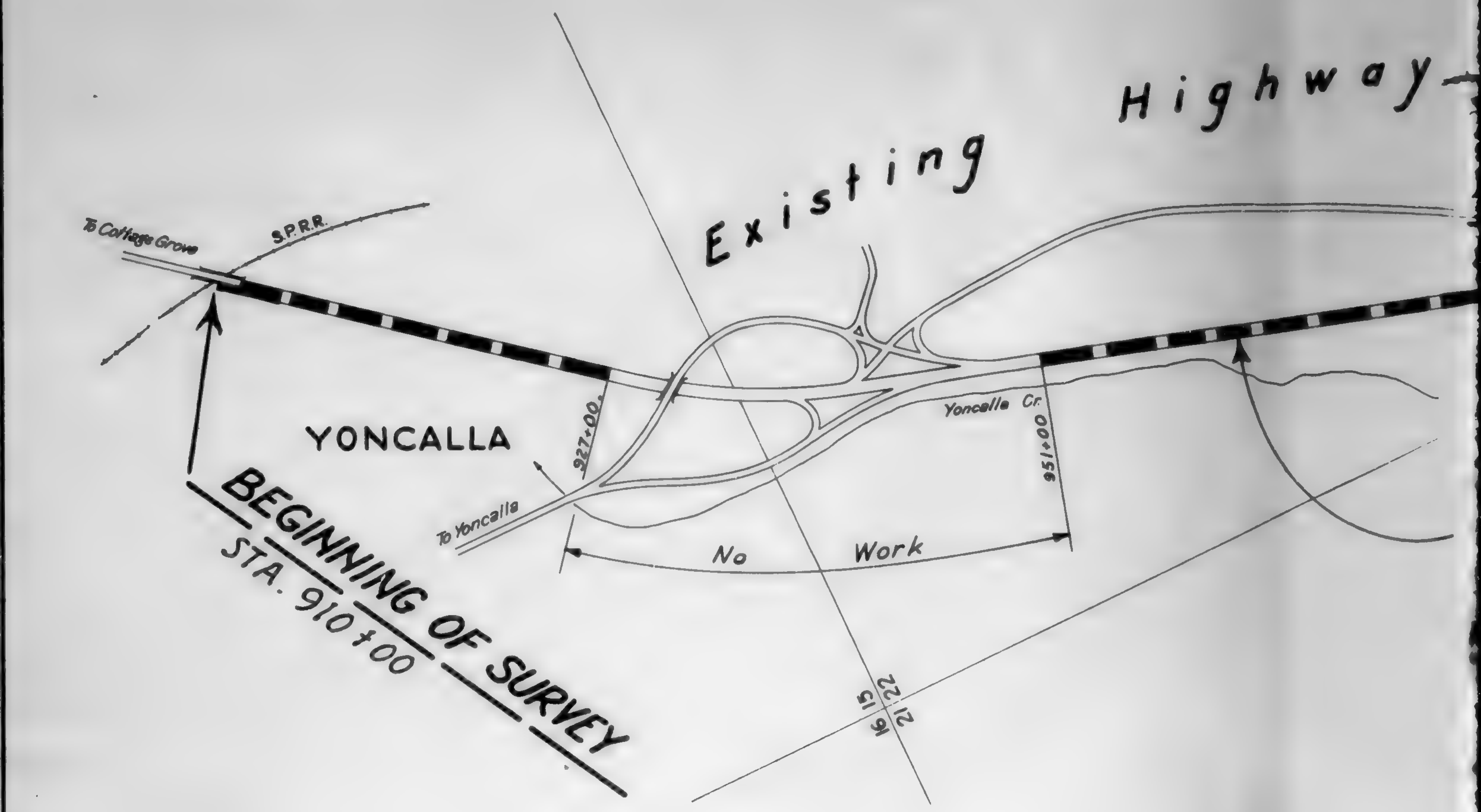
Very truly yours,

W. C. Williams
State Highway Engineer

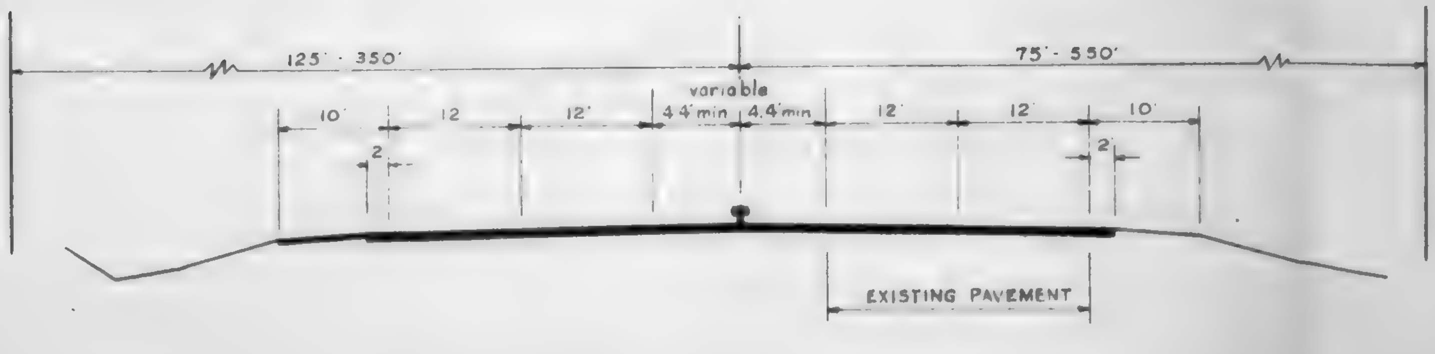
DJB:jk me

Enclosure

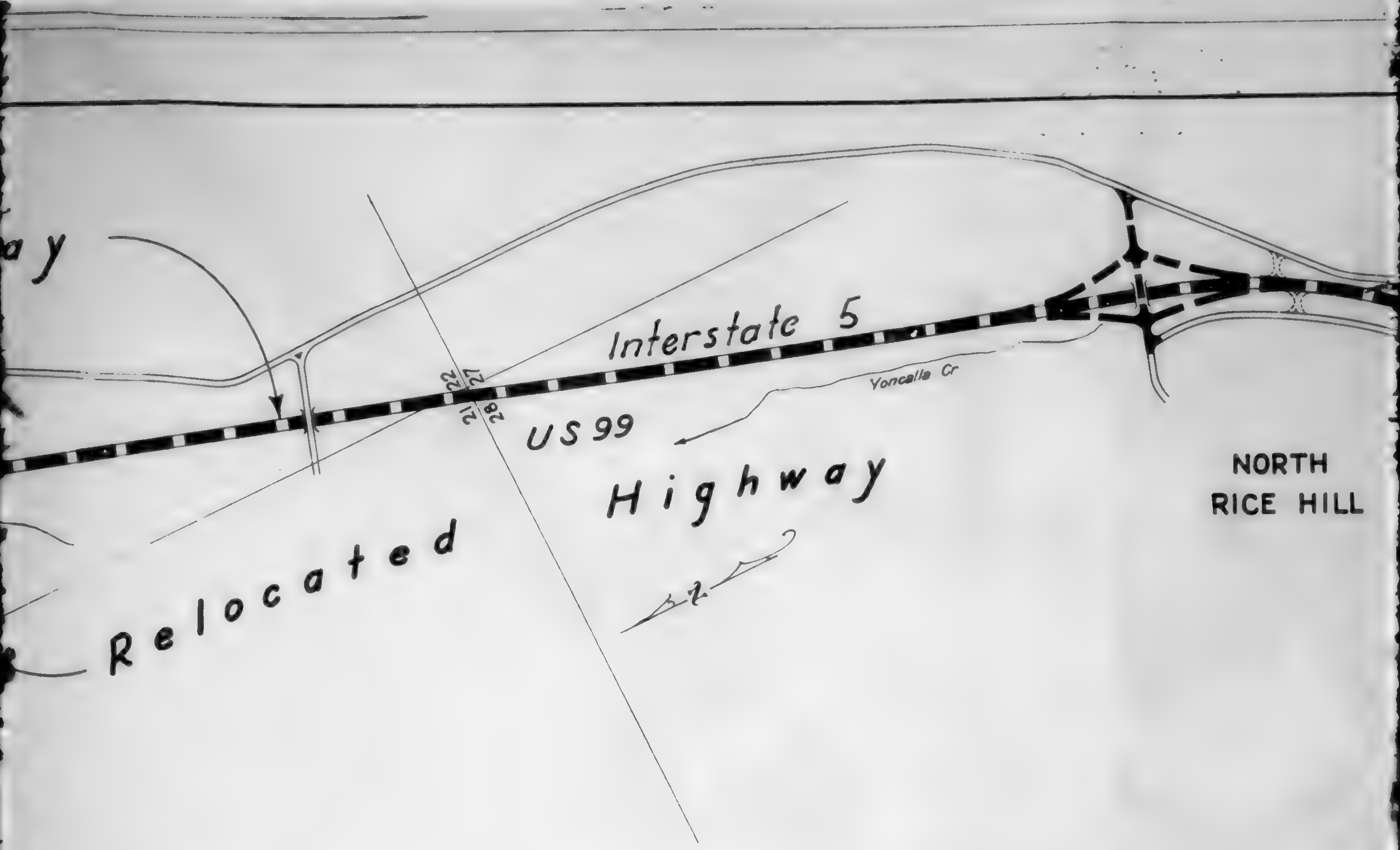
cc Tom Edwards
Walter Wright



TYPICAL SECTION



3.15 Mi.



Public Hearing *Held June 1, 1961*

System Action

County *Not Require*

State Highway Commission *" "*

Bureau of Public Roads *" "*

Throughway Resolution Adopted *Nov. 3, 194*

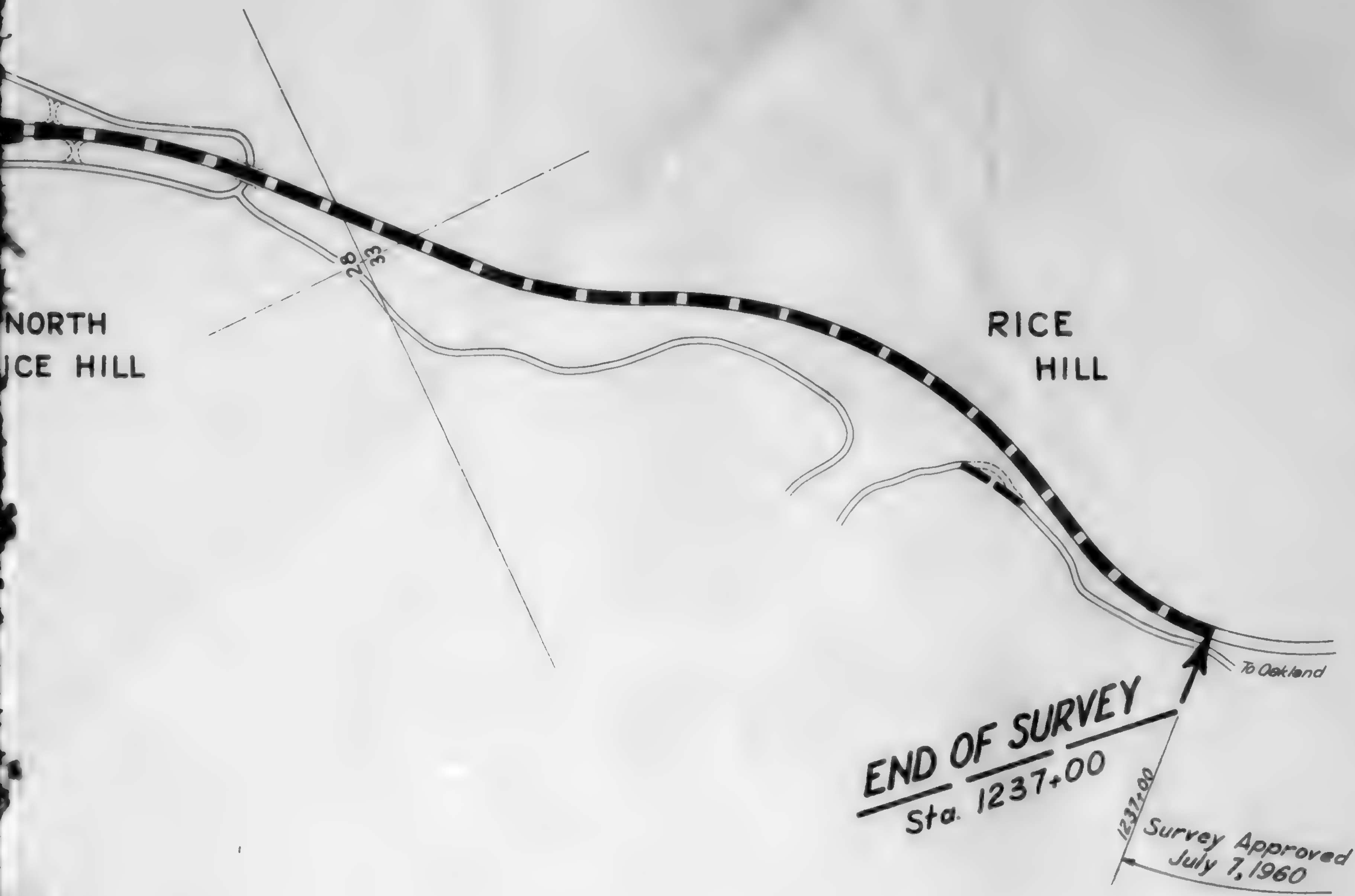
Access Control *Complete*

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

SEP 5 1961

DATE



END OF SURVEY
Sta. 1237+00

Survey Approved
July 7, 1960

961

ot Required

"

"

Nov. 3, 1948

omplete

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

YONCALLA – RICE HILL SECTION

PACIFIC HIGHWAY

DOUGLAS COUNTY

Scale 1" = 800'   June, 1961

DRG. NO. 10C-25-21

For Details See Drg. No. 7B-14-16, Aug., 1952 & 4B-6-12, Oct., 1932

3-1613 Milwaukie Traffic Signals, 1962
Pacific Hwy.-River Road
#6123

C&A
2508

RECEIVED
MAR 1 1963
FOR FILING

3-1613

6123

March 1, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On February 20, 1963, we wrote to you concerning release of final payment on contract #6123, awarded to McIntyre Electric Co., for traffic signal installation on River Road (Milwaukie) of Pacific Highway East in Clackamas County.

Final payment on this contract is $650.43 and the total contract amount is $[illegible],913.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
Woodlark Bldg.,
Portland 5, Oregon

cc: McIntyre Electric Co.,
12005 North Burgard
Portland, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
FEB 20 1963
FOR FILING

[illegible]

6123

February 19, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed February 11 on Contract 6123. The contract was with the McIntyre Electric Company and was for work on the River Road (Milwaukie) traffic signal installation on the Pacific Highway East in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 19, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

CAG:al:er

RECEIVED
JAN 7 1964

FOR FILING

6123

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Feb. 15, 1963

SUBJECT:

To:

Mr. P. M. Stephenson
Asst. State Hwy. Engineer
OFFICE

McIntyre Electric Co. completed work on Contract No. 6123 River Road (Milwaukie) Traffic Signal Installation on Pacific Highway East, Clackamas County on February 11, 1963.

This contract is ready for acceptance by the Commission.

This is a state project and does not require final inspection nor concurrence and acceptance by the Bureau of Public Roads.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:al

CC: Doug Parkes
Floyd Query

RECEIVED
FEB 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 17 1962

FOR FILING

6123

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1962

SUBJECT:
Milwaukie Traffic Signals
Contract No. 6123

To:
Mr. D. E. Parkes
Contract Payments
OFFICE

McIntyre Electric Company began work on the Milwaukie River Road Traffic Signals Installation project on Pacific East Highway in Clackamas County, Contract No. 6123, on August 29, 1962.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query ✓

NOTED ON CARD

NOTED
FLOYD QUERY

RECEIVED
JUL 2 1962
FOR FILING

6123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1962

McIntyre Electric
12075 North Burgard
Portland 3
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962 awarded to you State Highway Contract No. 6123 for the following project:

Milwaukie Traffic Signals at Pacific Highway and River Road in Clackamas County.

This award was based on your bid of $5,913.00 which was the low bid submitted to the Commission on June 27, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
H. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUN 5 1962
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
May 24, 1962

Traffic Signal Agreement
Pacific Highway East (US99) at River Roa
City of Milwaukie

Mr. H. S. Cox
City & County Relations Engineer
Office

Attention: Mr. Don Harwell
Mapping and Records Engineer
County & City Relations Div.

Attached is a partially signed copy of an agreement with the City of Milwaukie covering the installation of traffic signals at the intersection of Pacific Highway East at River Road and Scott Street in City of Milwaukie.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Milwaukie.

Secretary

rn
Attach: 1

Salem, Oregon
May 22, 1962

Advance Deposit
City of Milwaukie

Mr. C. E. Maison
OFFICE

Attention: Mr. John Kerr

Attached is the City of Milwaukie's check in the amount of $2,075 representing one half of the City's share of the estimated cost of the Milwaukie traffic signal installation and illumination project at the intersection of the Pacific Highway East (US 99E) and River Road.

This project has been rescheduled from the May letting to the letting of June 27.

Don Harwell

Don Harwell
Mapping & Records Engineer
County and City Relations Division

NOTED
DON HARWELL

DEH:sm
Att.

NOTE Copy of letter
L.H. Young
F.B. Crandell

RECEIVED
MAY 23 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 22, 1962

Mr. Leonard B. Mullan
City Manager
City Hall
Milwaukie, Oregon

Traffic Signal Installation

Dear Mr. Mullan:

This will acknowledge receipt of the City's advance deposit of $2,075 which represents one half of the City's share of the estimated cost of the traffic signal and illumination installation project at the intersection of the Pacific Highway East and River Road.

It has become necessary to reschedule this project from the Highway Commission's May letting to the June 27 letting due to some minor revisions of the proposed project. Representatives of the Traffic Division will contact you in the near future to discuss the revisions with you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox

H. S. Cox by Don Harrell
County and City Relations Engineer

DNH:mm

cc: R. L. Porter ✓
Tom Edwards
F. B. Crandall

RECEIVED
MAY 22 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 8 1962
FOR FILING

3 11.13

6123

FORM 8-30X—90M—11-61—40831

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
May 4, 1962

SUBJECT: Execution of State-City Agreement
Proposed Traffic Signal Installation
Pacific Hwy. East at River Rd. - Milwaukie

To:

H. S. Cox
County-City Relations Engr.
OFFICE

The State Highway Commission, at its meeting on November 15, 1961, approved the installation of traffic signals and certain channelizing islands at the intersection of Pacific Highway East and River Road in the city of Milwaukie. There are attached nine copies of a State-City agreement covering this installation.

In regard to cost, you will note that the total estimated cost of the project is $10,300. The channelization is estimated to cost $2,000 and this cost shall be borne entirely by the State. The estimated cost of $8,300 for the traffic signal installation shall be shared equally by the City and the State, but the City will be required to pay only one-half of its share at the time of execution of the agreement. This is in accordance with the letter dated October 4, to Mr. Leonard B. Mullan, City Manager, signed by Mr. Paxson.

Will you please care for the further processing of these agreements.

J. Al Head
J. Al Head
Assistant Traffic Engineer

VPJ:pk/mgm
Attachments
cc: Tom Edwards ✓

RECEIVED
MAY 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

U-F-003- Substruc. Steel Spans, 1963
1(14) Col. R. Br., Astoria
#6124 Pt. Ellice, WA. US101 #3

C+A 2524

DeLong Corp.

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL /OR AUTHORIZATION

FEDERAL AID PROJECT NO.
See below

STA ROJECT NO.
See below

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO.

COUNTY NAME
Clatsop

PROGRAM STAGE (Check)
☐ 1. ☐ 2.

TO:

Mr. F. B. Klaboe
Chief of Operations, ODOT
State of Oregon
Salem, Oregon

DATE PS & E APPROVED

DATE AUTHORIZATION EFFECTIVE
7-14-78

FEDERAL ROUTE NUMBER

STATE ROUTE NUMBER

GENERAL LOCATION:
See below

GENERAL DESCRIPTION OF WORK:
Withdraw projects

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRLIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION

☒ OTHER (Specify) Withdraw projects as listed below.

☐ ACQUISITION OF RIGHT-OF-WAY

☐ CONTRUCTION - ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION - PROCFED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 6-30-78 I approve the withdrawal of the following listed projects:

UF-003-1(14)	Columbia River Bridge (Astoria) Piers	[illegible]
F-003-1(15)	Columbia River Bridge (Astoria) Riprap	#6207
F-003-1(16)	Columbia River Bridge (Astoria) Superstructure	#6268
F-003-1(18)	Desdemona Sands Viaduct	#6216
U-115(16)	Astoria Bridge Approach (R/W)	

NOTED
F. B. KLABOE

7-17

DATE
7-14-78

SIGNATURE OF APPROVING OFFICIAL

TITLE
for Division Administrator

FORM PR-1240 (REV. 8-70)
EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976--626-787

9

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 30, 1978

TO G. L. Green, Division Administrator
Federal Highway Administration

FROM D. E. Swan
Federal Aid Manager

SUBJECT Astoria Bridge Projects
Memo of May 31, 1978
HAM .1-OR

We hereby request that the following listed Astoria Bridge Projects be withdrawn:

UF-003-1(14)	Columbia River Bridge (Astoria)	Piers
F-003-1(15)	Columbia River Bridge (Astoria)	Riprap
F-003-1(16)	" " " "	Superstructure
F-003-1(18)	Desdemona Sands Viaduct	
U-115(16)	Astoria Bridge Approach (R/W)	

CL:lml

cc: F. B. Klaboe
H. S. Coulter
V. E. Skoog
C. T. Keasey

RECEIVED
STATE HWY ENGR
JUL 10 '78
REFER TO
FOR
Info | Inves | R/D | D.R | Sign | Act | File

NOTED
H. S. COULTER

#6124

June 22, 1978

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, OR 97301

Dear Mr. Green:

Astoria Bridge Projects
F-003-1(15) - Contract 6527
F-003-1(16) - Contract 6268
F-003-1(18) - Contract 6246
UF-003-1(14) - Contracts 6124 & 6467
U-115(16) - Right-of-Way
Your File HAM.1-OR

We will proceed to close the subject projects prior to June 23, 1978 as requested in your May 31 letter.

Very truly yours,

E. S. Hunter
Technical Services Engineer

bc F. B. Klaboe
H. S. Coulter
D. H. Moehring
Vern Skoog
C. T. Keasey

ESH:ja

Form FHWA 121 (Rev. 5-73)

. UNITED STATES GOVERNMENT

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Equitable Center, Suite 100
530 Center NE. - Salem OR 97301

Memorandum

DATE: May 31, 1978

In reply refer to: HAM.1-OR

SUBJECT: Astoria Bridge Projects
F-003-1(15) — Contr. No: 6527
F-003-1(16) — " " 6268
F-003-1(18) — " " 6246
UF-003-1(14) — " " 6124 - 6467
U-115(16) — " " R/W

FROM : G. L. Green, Division Administrator

TO : Mr. F. B. Klaboe, Chief of Operations
Oregon Department of Transportation

We wish to close the subject projects and remove them from our list of completed but unpaid projects. In order to do this we must obtain from you the final vouchers or an indication of what your intentions are in regards to the subject projects.

Please furnish the final vouchers or a statement of your intentions to this office prior to June 23, 1978.

FOR G. L. Green

6-5-78
Refer to Skoog
by Keasey.
xc: Project Mgt.

WR

Keasey
Jackmond
Hopkins
Williams
Johnson
Glenn

RECEIVED
JUN 2 1978
CONSTRUCTION
BRANCH

NOTED
E. S. HUNTER

RECEIVED
JUN 5 1978
HIGHWAY ACCOUNTING

RECEIVED
STATE HWY ENGR
JUN - 2 '78
REFER TO
FOR
Info | Prep | R/D | C.R. | Sign | Act | File

REFER TO

REFER TO

#11-24 77 C

NOTED
H. S. COLL

REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L-4904

Case No.: 59-323

To be submitted to Commission: February 15, 1977 **Approved by Commission:**

Name of Case: State Highway Commission v. DeLong Corporation, et al **County:** Marion

Cause of Action Interest on Judgment - Contract

Demands of Plaintiff: Attorney fees in trial court.

Date(s) of Trial: November 16, 1976 **Judge:** Jena V. Schlegel

Attorney for State: Leslie B. Hampton

Attorney for Plaintiff: Randy Livingston

Verdict or Judgment: **Interest:** None

Attorney Fees $3,091.00 **Court Costs:** None

REMARKS This is the last round in the DeLong (Astoria Bridge) case. The trial court awarded $3,091.00 for my legal efforts in that court in connection with our recovery of $157,853.87 added interest on the DeLong judgment.

The trial judge ruled against us but her decision was reversed in the Court of Appeals, which court was affirmed on review by the Supreme Court of Oregon.

We have previously been paid the added interest and our attorney fees in the Appellant Courts.

Leslie B Hampton
Signed

RECEIVED
STATE HWY ENGR
MAR 14 '77

cc File

NOTED
H. S. COL...

REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L- 4904

Case No.: 59-323

To be submitted to Commission: February 15, 1977 Approved by Commission:

Name of Case: State Highway Commission v. DeLong Corporation, et al County: Marion

Cause of Action: Interest on Judgment - Contract

Demands of Plaintiff: Attorney fees in trial court.

Date(s) of Trial: November 16, 1976 Judge: Jena V. Schlegel

Attorney for State: Leslie B. Hampton

Attorney for Plaintiff: Randy Livingston

Verdict or Judgment: Interest: None

Attorney Fees: $3,091.00 Court Costs: None

REMARKS This is the last round in the DeLong (Astoria Bridge) case. The trial court awarded $3,091.00 for my legal efforts in that court in connection with our recovery of $157,853.87 added interest on the DeLong judgment.

The trial judge ruled against us but her decision was reversed in the Court of Appeals, which court was affirmed on review by the Supreme Court of Oregon.

We have previously been paid the added interest and our attorney fees in the Appellant Courts.

Leslie B Hampton
Signed

RECEIVED
STATE HWY ENGR
MAR 14 '77
REFER TO
FOR
Info Inves R/D D/R Sign Act File

cc File
Walter L. Barrie
L. B. Hampton
~~W. M. Raskin~~
~~Adele Egan~~
~~Irene Bradford~~
H. S. Coulter

#6134

JAMES A. REDDEN
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 State Office Building
Salem, Oregon 97310
Telephone: (503) 378-6313

February ~~1~~ 3, 1977

H. S. Coulter
State Highway Engineer
129 Highway Bldg.
Salem, Oregon 97310

Re: State Highway Division v. DeLong Corporation
Astoria Bridge - (L-4904)

Dear Mr. Coulter:

We have received a $3,091 check from Traveler's Indemnity Company in the above case. The check covers our award of attorney fees in the trial court for our legal activities in obtaining the $157,853.87 added interest on our judgment. As you will recall the trial judge denied our claim for the added interest, but the Court of Appeals reversed the order. We have previously been paid our attorney fees for my work in the appellate courts.

This is the last event in the State v. DeLong saga which began in 1965, nearly 12 years ago. It has been a long road.

Unfortunately, we will want to maintain all of our records in tact. As I have previously advised you, the United States Steel v. State Highway Division case (L-5562) has been assigned to the DeLong Corporation. We are reasonably certain that the bulk of U. S. Steel's $1 million claim will be eliminated as a matter of law. However, it is still probable that the responsibility for three or four months of the delay to U. S. Steel will be litigated with DeLong. This will involve a "rehashing of a portion of the original DeLong case".

Sincerely,

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

RECEIVED
STATE HWY ENGR
FEB 3 '77
REFER TO
FOR
Info Inves R/D D/R Sign Act File

dlc

cc: James A. Redden
F. B. Klaboe
John Leahy
Walter L. Barrie

Cy - Ellison
Rulien
Skoog
2-4-77

6124

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

October 18, 1976

H. S. Coulter
Highway Engineer
Room 129
State Highway Building
Salem, OR 97310

Re: State Highway Division v. DeLong Corporation
Astoria Bridge - (L4904)

Dear Mr. Coulter

I am pleased to advise you that the DeLong Corp. and Travel Indemnities Company have finally made payment of the post-judgment interest on the prejudgment previously paid. As you will recall the Supreme Court of Oregon in July confirmed our contention that we were entitled to the additional interest. We received a check for $157,853.87 covering the post-judgment interest from May 23, 1969, the date of Judgment, to and including October 18, 1976, the date of payment. We also received a check for $3054.75 covering attorney fees and costs allowed by the Appellate Court. We are also entitled to receive attorney fees in the Trial Court. Those attorney fees will be set in the next two or three weeks.

Baring devine intervention, we have seen the last of this case. The DeLong contract was cancelled in 1964 and this case was filed in 1965.

Sincerely

Lee Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

vf
cc: Lee Johnson
John Leahy
Walter Barrie
F. B. Klaboe
Walter Hart
Bob Ellison

11 yrs.! I hope so.

NOTED
F. B. KLABOE

10-20-76

RECEIVED
DOT OPERATIONS

OCT 19 '76

REFER TO
Skoog

FOR

Info	Inves	R/D	D/R	Sign	Act	File

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

1859

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

October 18, 1976

Mr. Vernon Skoog, Controller
Highway Finance Branch
Department of Transportation
434 Highway Building
Salem, OR 97310

Re: State Highway Division v. DeLong Corporation
Astoria Bridge - (L 4904)

Dear Vern

I forward herewith three checks in the amounts of $157,678.58, $175.29, and $3,054.75, respectively. The first two checks are for additional interest on the DeLong Judgment from entry thereof, May 23, 1976, to and including October 18, 1976.

After extended negotiations and litigation, the Supreme Court of the State of Oregon confirmed our position that we were entitled to the extra interest. The third check covers the award of attorney's fees and costs in the Appellate Court for legal work in obtaining the interest award. ~~These~~ Please credit ~~fees~~ these amounts to the appropriate accounts.

Sincerely,

Les H

Leslie B. Hampton
Assistant Chief Trial Counsel

baw
Enclosures
cc: H. S. Coulter

#11-1

Coulter

NOTED
H. S. COULTER
9-27-76

SUPPLEMENTAL
REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L-4904

Case No.: 59-323

To be submitted to Commission: September 28, 1976 **Approved by Commission:**

Name of Case: State v. Delong & Travelers **County:** Marion

Cause of Action: Breach of Contract

Demands of Plaintiff: Added Interest

Date(s) of Trial: **Judge:** Supreme Court

Attorney for State:

Attorney for Plaintiff: Leslie B. Hampton

Verdict or Judgment: **Interest:**

Attorney Fees: $3,000.00 **Court Costs:** $54.75

REMARKS: As recently reported, the Supreme Court sustained the Court of Appeal's order reversing an order of the trial court satisfying judgment. The net effect of that action was to give the state approximately $150,000 additional interest on the DeLong Judgment. (Astoria Bridge case.)

This action awards the state an additional $3,000 for attorney fees for our legal work on the interest question. This will also entitle us to an award of attorney fees for the legal work in the trial court. Those attorney fees will be set later.

RECEIVED
STATE HWY ENGR
SEP 27 '76
REFER TO
FOR
Info | Inves | R.D. | D/R | Sign | Act | File

Leslie B Hampton
Signed

Walter L Barrie
Assistant Attorney General
and Counsel

cc File
Walter L. Barrie
L. B. Hampton
XXXXXXXXXXXXX

NOTED
H. S. COULTER
9-27-76

SUPPLEMENTAL
REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L-4904

Case No.: 59-323

To be submitted to Commission: September 28, 1976 **Approved by Commission:**

Name of Case: State v. Delong & Travelers **County:** Marion

Cause of Action: Breach of Contract

Demands of Plaintiff: Added Interest

Date(s) of Trial: **Judge:** Supreme Court

Attorney for State:

Attorney for Plaintiff: Leslie B. Hampton

Verdict or Judgment: **Interest:**

Attorney Fees: $3,000.00 **Court Costs:** $54.75

REMARKS As recently reported, the Supreme Court sustained the Court of Appeal's order reversing an order of the trial court satisfying judgment. The net effect of that action was to give the state approximately $150,000 additional interest on the DeLong Judgment. (Astoria Bridge case.)

This action awards the state an additional $3,000 for attorney fees for our legal work on the interest question. This will also entitle us to an award of attorney fees for the legal work in the trial court. Those attorney fees will be set later.

RECEIVED
STATE HWY ENGR
SEP 27 '76
REFER TO
FOR
Info Inves R/D D/R Sign Act File

Leslie B Hampton
Signed

Walter L Barrie
Assistant Attorney General
and Counsel

cc File
Walter L. Barrie
L. B. Hampton
~~[illegible]~~
~~Adele Egan~~
→ H. S. Coulter
Walter Hart

#6124

NOA - Astoria Bridge

7-5-71

1

JACKSON: Any further questions of Walt?

BARRIE: I might add one other thing. We just had a decision that came down from the Oregon Supreme Court, another of the Astoria Bridge litigation in which the Oregon Supreme Court allowed the State, I should say affirmed the Court of Appeals' judgment that allowed the State post-judgment interest on its prejudgment award of some two million dollars so that we have quite a bit of money coming yet from DeLong and Travelers Indemnity, several hundred thousand dollars in interest that they owe us.

10f

JACKSON: We're all cleaned up on the initial -

BARRIE: Yes, we've been paid over four million dollars. That's all I have.

6154

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

NOTED
H. S. COULTER

July 9, 1976

H. S. Coulter
State Highway Engineer
Room 129
State Highway Bldg.
Salem, Oregon 97310

Re: DeLong Case - Highway Commission vs DeLong Corp (1-4904)
Astoria Bridge

Dear Mr. Coulter

I am pleased to advise you that the Supreme Court of Oregon has affirmed the Court of Appeals award to us of post-judgment interest on pre-judgment interest in this Astoria Bridge litigation. As you will probably recall the question was whether or not approximately $355,500 pre-judgment interest became a part of the judgment ~~itself~~ so that it in-turn would bear interest at 6 percent from the date of the entry of judgment. The post-judgment interest now approximates $150,000.

Judging by past actions DeLong and Travelers will undoubtedly petition the Supreme Court for a reconsideration of the decision. This will undoubtedly be denied. We should "see our money in two or three months." I am also filing motions in the Supreme Court, the Court of Appeals and the Trial Court for attorney fees in this matter. It is quite possible that we will be reimbursed for our legal expenses.

Sincerely

Les Hampton
Leslie B. Hampton
Assistant Chief Trial Counsel

RECEIVED
JUL 14 1976
Office of
Assistant State Highway Engineer

ljr
cc: Lee Johnson
John Leahy
Walt Barrie
Walter Hart

RECEIVED
STATE HWY ENGR
JUL 12 '76
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

cy Skovy

#6124

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

1859

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

March 12, 1976

CERTIFIED MAIL

NOTED
E. S. HUNTER

DeLong Corporation
c/o Wendell Wyatt
Attorney at Law
12th Floor Standard Plaza
Portland, OR 97204

DeLong Corporation
c/o Bert B. Rand
Attorney at Law
1730 K Street
Washington, D. C. 20006

Travelers' Indemnity Co.
c/o Arden E. Shenker
Attorney at Law
801 Standard Plaza
Portland, OR 97204

RECEIVED
STATE HWY ENGR
MAR 15 '76
REFER TO
ESH
FOR
Info | Notes | R/D | D/R | Sign | Act | File

Re: DeLong Corporation v.
State of Oregon (formerly U.S. Steel
Corporation v. State of Oregon)
Marion County No. 64-691 (L 5562)

NOTED
F. B. KLABOE

Gentlemen

As you know, the United States Steel Company, as a part of the settlement of U. S. Steel v. DeLong Corporation and Travelers' Indemnity Company, Multnomah County Case 331-800, assigned to the DeLong Corporation all of its interests in the above-mentioned Marion County case. Thereafter this case was reinstated as a pending cause, and the DeLong Corporation, as assignee of United States Steel Company, was substituted as a party plaintiff. The DeLong Corporation subsequently filed a supplemental and amended complaint at law.

As you also know, on June 6, 1967, by a letter from G. E. Rohde, Chief Counsel, Oregon State Highway Department (now Highway Division, Oregon Department of Transportation), you were notified of the receipt of a claim from American Bridge Division of the United States Steel Corporation. That claim resulted in this litigation. Said claim was referred to you for disposition under the terms of your contract 6124 with the state.

By letter of September 12, 1967, you were supplied with a copy of the original summons and complaint in the above-mentioned

State Highway Commission, was tendered to you by that letter. At that time you and each of you rejected the tender.

For your information I forward herewith a copy of the supplemental and amended complaint at law filed by the DeLong Corporation as assignee of the Unites States Steel Corporation.

Under provisions of your contract 6124 and under the terms of the Declaratory Judgment entered in State Highway Commission v. DeLong Corporation, et al, Marion County Case 59323, affirmed 9 Or App 550, 495 P2d 1215 (1972), any liability on the part of the State of Oregon would be the responsibility of the DeLong Corporation and the Travelers' Indemnity Company. Accordingly, on behalf of the defendant State of Oregon, I hereby tender this case to your companies to defend and hold harmless the State of Oregon, its agencies and employes.

If this tender is declined, or in any event not accepted, this is to inform you that the State of Oregon will look to you for any judgment paid or for any losses of any kind, together with all further as well as past reasonable and necessarily incurred defense costs of the defense attorneys, including attorney fees. This notice is given to you in support of the state's common law and contractual indemnity right.

Sincerely

Leslie B. Hampton
Assistant Chief Trial Counsel

sk
enclosure
cc: DeLong Corporation
Travelers' Indemnity Co.
Honorable Lee Johnson
F. E. Klaboe

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

DELONG CORPORATION, a corporation, Plaintiff, v. STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, Defendant.	)	No. 331-799 SUPPLEMENTAL AND AMENDED COMPLAINT AT LAW

For cause of action against defendant, plaintiff alleges:

I

At all times mentioned herein, United States Steel Corporation was and now is a corporation with its principal place of business in the state of Oregon situated in Multnomah County, Oregon.

II

At all times mentioned herein, Glenn L. Jackson, David B. Simpson and Fred W. Hill, or their predecessors in office, were and still are the duly appointed, qualified and acting members of the Oregon State Highway Commission and constituted and now constitute the said Commission.

III

At all times mentioned herein, plaintiff Delong Corporation (hereinafter referred to as "DeLong") was and now is a Delaware corporation.

IV

On or about June 29, 1962, defendant and DeLong entered into a written contract for the construction by DeLong of the substructure of a bridge across the Columbia River. Said contract is more particularly described as "Columbia River Bridge, Astoria, Oregon-Pt. Ellice, Washington, Substructure for Steel Spans, Bridge No. 7949, Contract No. 6124." Performance of said contract by DeLong was to be in Clatsop County and in the state of Washington.

V

Following the execution of the contract, DeLong commenced performance of said contract No. 6124.

VI

On or about May 10, 1963, defendant and United States Steel Corporation entered into a written contract for the construction by United States Steel Corporation of a portion of the superstructure of said Columbia River Bridge. Said contract is more particularly described as "Columbia River Bridge, Astoria, Oregon-Pt. Ellice, Washington, Steel Superstructure, Bridge No. 7949, Contract No. 6268." Said contract provided that all work to be done under the contract, excepting the final finish coat of painting, was to be completed on or before April 30, 1965, and that the final finish coat of painting and final cleanup work required under the contract was to be completed on or before November 30, 1965.

VII

Following the execution of said contract, United States Steel Corporation commenced performance of said contract No. 6268.

VIII

Defendant represented to United States Steel Corporation that the work to be performed by DeLong under the terms of its contract with defendant could and would be completed by the dates specified therein. In truth and fact, however, defendant knew or should have known that such work could not have been completed in accordance with such schedule but defendant failed to advise United States Steel Corporation of this fact.

United States Steel Corporation is informed that, from the inception of its work, DeLong encountered different conditions from those represented by defendant's plans and specifications relating to contract No. 6124 and that for this reason, as well as others, DeLong encountered substantial delays in its performance of contract No. 6124. Defendant failed to take such measures that would have eliminated such delays.

IX

On or about April 2, 1964, defendant canceled contract No. 6124.

X

By reason of the foregoing, United States Steel Corporation was unreasonably delayed in the performance of its work. United States Steel Corporation was unable to complete the same by the dates specified in paragraph VI hereof, and only with great effort and at increased expense completed the same by December 2, 1966. This resulted in loss, expense and damage to plaintiff's assignor in the sum of $1,049,304.25.

XI

On April 11, 1975, United States Steel Corporation assigned all its right, title and interest in any claim against defendant arising out of contract No. 6268 to plaintiff.

XII

United States Steel Corporation has demanded payment of said sum from defendant but defendant has refused to pay the same or any part thereof.

WHEREFORE, plaintiff prays for judgment in the sum of $1,049,304.25, together with interest thereon at the rate of six percent per annum and for plaintiff's costs and disbursements incurred herein.

SOUTHER, SPAULDING, KINSEY,
WILLIAMSON & SCHWABE

By Wendell Wyatt
Wendell Wyatt
Attorneys for Plaintiff

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, WENDELL WYATT, being first duly sworn, depose and say that I am one of the attorneys for DeLong Corporation, a corporation, plaintiff above-named, that I have read the foregoing Supplemental and Amended Complaint at Law, know the contents thereof, and the same is true as I verily believe and I make this verification for the reason that I have knowledge of the facts and there is presently no officer of said Delong Corporation within the county of Multnomah.

Wendell Wyatt
Wendell Wyatt

SUBSCRIBED and sworn to before me this 21st day of May, 1975.

Notary Public for Oregon
My commission expires: 12-20-76

VERIFICATION

STATE OF OREGON, County of .... *ss.*

I, ... *being first duly sworn, say that I am the* .... *and that the foregoing* .... *is true as I verily believe.*

Subscribed and sworn to before me ...., *19*......

NOTARIAL
SEAL

Notary Public for Oregon.
My Commission expires ....

CERTIFICATE — TRUE COPY — WELL FOUNDED IN LAW

I hereby certify that the foregoing copy of Supplemental and Amended Complaint *is a correct copy of the original. That the said* Complaint *in my opinion is well founded in law.*

Dated May 21, *19* 75

John L. Schwabe
Of Attorneys for ....

ACCEPTANCE OF SERVICE

Due service of the within .... *is hereby accepted in* .... *County, State of* ...., *on* ...., *19*......, *by receiving a duly certified copy thereof.*

Of Attorneys for ....

CERTIFICATES OF SERVICE

PERSONAL

I certify that on ...., *19*......, *I served the within* .... *on* .... *attorney of record for the* .... *by personally delivering to him a correct copy thereof.*

Of Attorneys for ....

AT OFFICE

I certify that on ...., *19*......, *I served the within* .... *on* .... *attorney of record for the* ...., *during his absence from his office by leaving a correct copy thereof with his clerk therein, or with a person having charge thereof, at* ...., *Oregon.*

Of Attorneys for ....

MAILING

I hereby certify that I served the foregoing .... *on* ...., *attorney(s) for* .... *on* ...., *19*......, *by mailing to said attorney(s) a correct copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at his or their regular office address, to-wit:* .... *and deposited in the post office at* ...., *Oregon, on said day. Between the said post office and the address to which said copy was mailed, there is a regular communication by U. S. Mail.*

Dated ...., *19*......

Of Attorneys for ....

SOUTHER, SPAULDING, KINSEY,
WILLIAMSON & SCHWABE
ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE 222-9981

BACKING SHEET

NOTE: See ORS 16.790(2). If the copy of the document named in the above certificate of mailing was mailed to an address other than the attorney's "regular office address," delete, by lining out, the words "regular office address, to-wit:", and state the address to which the document was mailed and the reason therefor.

FORM No. 100½— STEVENS-NESS LAW PUBLISHING CO., PORTLAND [illegible]

#6124

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

February 23, 1976

RECEIVED
STATE HWY ENGR
FEB 25 '76
REFER TO
FOR
Info Inves R/D D/R Sign Act File

Walter J. ~~Hart~~
Bridge Engineer
329 State Highway Building
Salem, OR 97310

Re: United States Steel v. State of Oregon
Astoria Bridge - Superstructure (L 5562)

State v. DeLong
Astoria Bridge - Substructure (L 4904)

#6124

Dear Walt

The above-mentioned U. S. Steel case is still pending in Marion County. We should preserve all our records related to the U. S. Steel contract. If the case is litigated, it will involve a reconsideration of the DeLong contract. Therefore, we must maintain all our records in the DeLong file as well as all of our litigation records.

As I previously reported, the U. S. Steel v. DeLong case in Multnomah County was settled. DeLong paid U. S. Steel $350,000. As a part of that settlement, U. S. Steel assigned to DeLong all of their rights in our case, U. S. Steel v. State. After extensive legal maneuvering, DeLong has been allowed to substitute as the plaintiff and has been allowed to file an amended complaint. A substantial amount of legal maneuvering remains. We hope to dispose of substantially, if not all, of the case as a matter of law through a summary judgment proceeding.

As you know, State v. DeLong contained a declaration that, as between the State and DeLong, DeLong was responsible

cy
Hunter
2-25

for the delay to U. S. Steel after the termination of the contract. In the amended complaint, DeLong pleads that U. S. Steel's damage occurred both before and after termination of the contract. It is possible that we will be required to litigate the extent of the damages prior to termination and the liability therefor. About two years ago Bob Ellison estimated for me the portion of the damages that conceivably could have occurred prior to termination. His estimate was nominal, about $20-25 thousand.

It seems incredible that our system of justice would require relitigating any part of the DeLong "can of worms." We will do our best to avoid that possibility.

Sincerely

Les Hampton
Leslie B. Hampton
Assistant Chief Trial Counsel

lj
cc: Honorable Lee Johnson
Mr. F. B. Klaboe ✓
Bob Ellison

.6124

15

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

NOTED
H. S. COULTER

September 17, 1975

RECEIVED
STATE HWY ENGR
SEP 1 7 '75
REFER TO
Skoog
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
E. S. HUNTER

Fred B. Klaboe
Administrator and State Highway
Engineer
140 State Highway Building
Salem, OR 97310

Re: DeLong Corporation, et. al. v.
State of Oregon

Dear Mr. Klaboe

I am pleased to advise you that the Oregon Court of Appeals reversed an order of Judge Schlegel satisfying the DeLong judgment in full. The affect of the Court of Appeals ruling is to allow the state to recover approximately $132,500.00 post-judgment interest on pre-judgment interest awarded to the state. As you will recall, the pre-judgment interest was allowed on a series of payments to Raymond International of excess costs to complete the work under the Delong contract.

Past history indicates that DeLong will petition the Supreme Court for a review of the Court of Appeals decision. It is very probable that the petition will be denied. Hopefully, we will have your money about the first of next year.

Sincerely

Lee Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

sk

cc: Honorable Lee Johnson
Walter L. Barrie
Walter J. Hart

RECEIVED

6124

May 3, 1972

Mr. Robert D. Germann
Manager, Marine Department
Marsh & McLennan, Inc.
1100 Georgia-Pacific Building
Portland, OR 97204

Copy
6268

Dear Mr. Germann:

Relative to your April 27 letter, we have, through use of the Oregon State Highway Division price index, determined a replacement value for the portion of the Astoria-Megler bridge covered by the current insurance policy.

The original cost of construction was $22,896,000. The Oregon State Highway Division price index for structures for 1966 was 91.7 and for 1971 the index had increased to 129.4. Prorated to June 1972, the index would be 136.9; thus, the increases from 1966 to June of 1972 would be 49 percent. This, applied to the original construction cost, gives a replacement cost of $34,115,000. The present replacement value of the portion of the bridge involved is $27,292,000.

I trust this is the information you require in order to obtain the best renewal for this structure.

Very truly yours,

George H. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

Attachments
cc A. E. Johnson
F. B. Klaboe
V. E. Skoog
W. J. Hart
Floyd Query
RWE:ag ms

ASTORIA BRIDGE
Bridge No. 7949

Bridge Opened to Traffic 7/29/66

Contract No.			Construction Cost	Use
6124 Piers	4-1803 (DeLong)	11/5/72 - 4/13/64		
	RWE Estimate of work completed		$ 4,724,406.56	---
		Liquidated Damages	- 330,000	
		Engineering		$ 725,000
	RWE projected total cost had DeLong completed		$ 7,614,422.99	$ 7,614,423
6467 Piers	4-1806 (Raymond)	7/30/64 - 12/5/65		
	Final Estimate		$ 5,339,929.32	---
		Liquidated Damages	- 32,000	
6268 Superstructure	4-1805 (U.S. SteelCorp)	12/16/63 - 11/9/66		
	Final Estimate		$10,203,343.11	$10,203,343
		Engineering		$ 258,681
6246 Viaduct	4-1804 (P-G)	8/2/63 - 9/15/65		
	Final Estimate		$ 3,885,838.43	$ 3,885,838
		Liquidated Damages	- 10,000	
		Engineering		208,992
6499 Oregon Approach	4-1099(Pacific Conc.)	11/10/64 - 5/27/66		
	Final Estimate		$ 1,212,493.89	
6527 Riprap	4-1807(Umpqua R. Navigation Co.)			
		1/18/65 - 2/27/67		
	Final Estimate		$ 906,587.25	
				$22,896,277

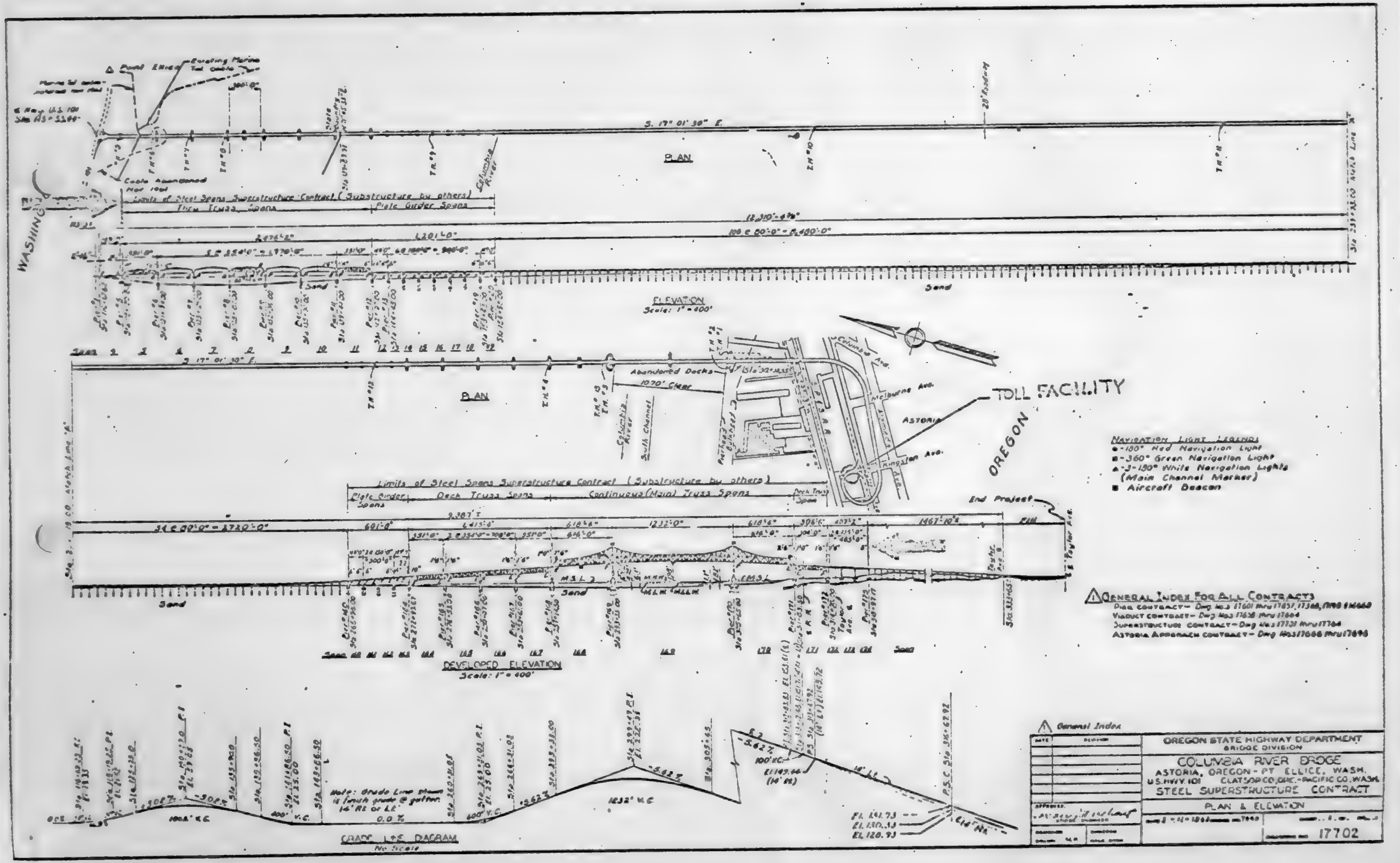
Oregon State Highway Division Price Index 1966 - 91.7
Ave. 1971 - 129.4
Projected to June 1972 - 136.9
Difference = 136.9 - 91.7 = 45.2 = 49%

22,896,277 x .49 = $11,219,176
$34,115,453

80% Replacement Value = $27,292,362

LIMITS OF INSURED STRUCTURE

FROM STA 118+21 INCL PIER #5
TO STA 318+97.7 INCL PIER #175
PLUS TOLL COLLECTION FACILITY AT STA 338+50



WASHINGTON
PLAN
ELEVATION
Scale: 1" = 400'
Limits of Steel Spans Superstructure Contract (Substructure by others)
Thru Truss Spans
Plate Girder Spans
Columbia River
Sand
S. 17° 01' 30" E.
28' Roadway
PLAN
Abandoned Docks
1070' Clear
South Channel
TOLL FACILITY
ASTORIA
OREGON
Kingston Ave.
Melbourne Ave.
Limits of Steel Spans Superstructure Contract (Substructure by others)
Plate Girder Spans
Deck Truss Spans
Continuous (Main) Truss Spans
Deck Truss Span
End Project
Fill
MSL
DEVELOPED ELEVATION
Scale: 1" = 400'
GRADE LINE DIAGRAM
No Scale
Note: Grade Line shown is finish grade @ gutter 14' Rt or Lt
0.0%
Navigation Light Legend
● - 180° Red Navigation Light
■ - 360° Green Navigation Light
▲ - 3 - 180° White Navigation Lights (Main Channel Marker)
■ Aircraft Beacon
General Index For All Contracts
Pier Contract — Dwg Nos 17601 thru 17637, 17368, 17890 & 16660
Viaduct Contract — Dwg Nos 17638 thru 17604
Superstructure Contract — Dwg Nos 17731 thru 17764
Astoria Approach Contract — Dwg Nos 17666 thru 17696
General Index
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION
COLUMBIA RIVER BRIDGE
ASTORIA, OREGON - PT ELLICE, WASH.
U.S. HWY. 101 CLATSOP CO., ORE. - PACIFIC CO., WASH.
STEEL SUPERSTRUCTURE CONTRACT
PLAN & ELEVATION
17702

- CABLE ADDRESS: MARMAC
ESTABLISHED 1871
AREA CODE (503) 224-3000

MARSH & McLENNAN, INC.
OF OREGON
INSURANCE
1100 GEORGIA-PACIFIC BUILDING
PORTLAND, OREGON 97204

April 27, 1972

State of Oregon
State Highway Commission
Highway Building
Salem, Oregon 97310

Attention: Mr. Tom Edwards

Re: ASTORIA-MEGLER BRIDGE
July 29, 1972 expiration

Dear Mr. Edwards:

This is to confirm our phone discussion of April 26, 1972.

The present 80% Replacement Value of the Bridge is $19,597,612.

In order to secure the best renewal rate for the State of Oregon we need to contact Insurance Companies well in advance of the expiration. I am tentatively planning to be in San Francisco next week to begin negotiations for the renewal, and as I mentioned, we need confirmation of the renewal value in our discussions with underwriters.

For a ballpark indication we trended the value in this office using Marshall Stevens and arrived at a trend factor of 1.199 or a revised replacement cost of $29,369,722.

Thanks very much for your assistance.

Very truly yours,

Bob Germann

Robert D. Germann
Manager - Marine Department

RECEIVED
APR 28 1972
BRIDGE DIVISION

RDG/gb

RECEIVED
APR 28 1972
OFFICE OF
STATE HIGHWAY ENGINEER

Walt Hart
RH suggested new value
Answer Monday 5/1/72

RECEIVED
APR 1[illegible] 19[illegible]
FOR F

STATE OF OREGON

ROUTE SLIP

Date 4/7/72

TO: Mr Baldwin

FROM: F.C. McKinney

CHECK

6124

___ Approval
___ Necessary Action
___ Prepare Reply
___ For My Signature
___ Your Signature
___ Comment
___ Initial and Return

___ Investigate
___ Confer
___ Per Telephone Conversation
X For Your Information
___ As Requested
___ Note and File
___ Return With More Details

COMMENTS:

on Breach Contract Recovery $	2,761,000 +
Int. to date	400,000 +
atty fee	250,000
Total	$3,411,000+

Noted
GEORGE M. BALDWIN

IN THE COURT OF APPEALS OF THE STATE OF OREGON

Department 2

State of Oregon, by and through its
State Highway Commission,

Respondent and
Cross-Appellant,

v.

DeLong Corporation and Travelers
Indemnity Company,

Appellants and
Cross-Respondents.

* * * * * * * *

Appeal from Circuit Court, Marion County.

George A. Jones, Judge.

Argued and submitted September 27, 1971.

Norman E. Bayles and Bert B. Rand, Washington, D. C., argued the cause for appellant and cross-respondent DeLong Corporation. With them on the briefs was George W. Meade, Portland.

Lamar Tooze, Portland, argued the cause for appellant and cross-respondent Travelers Indemnity Company. With him on the briefs was Arden E. Shenker and Tooze, Powers, Kerr, Tooze & Peterson, Portland.

Alan H. Johansen and George A. Rhoten, Special Assistant Attorneys General, Salem, argued the cause for respondent and cross-appellant. With them on the brief were Lee Johnson, Attorney General, and Jacob B. Tanzer, Solicitor General, Salem.

Before Schwab, Chief Judge, and Foley and Fort, Judges.

FORT, J.

Affirmed.

FILED
COURT OF APPEALS
APR - 7 1972
STATE COURT ADMINISTRATOR
By F. Aspinwall Deputy

FORT, J.

This declaratory judgment proceeding seeks a determination of the rights and liabilities of the parties arising out of a contract for construction of major components of the Columbia river bridge between Astoria, Oregon, and the state of Washington. The DeLong Corporation was the contractor and Travelers Indemnity Company the surety on the performance bond. The case was tried to the court without a jury. Following the conclusion of the trial,[1] the court:

(1) Found that plaintiff properly terminated DeLong's contract prior to its completion;

(2) Granted judgment against both defendants for general damages in the amount of $1,719,864.19;

(3) Granted judgment against both defendants in the amount of $952,000, representing liquidated damages accruing on and after the date the contract was canceled by plaintiff;

(4) Dismissed DeLong's counterclaims;

(5) Awarded plaintiff attorneys'fees in the amount of $250,000.

Defendants appeal and plaintiff cross-appeals, each asserting numerous errors.

SCOPE OF REVIEW

In Reif v. Botz, 241 Or 489, 406 P2d 907 (1965), the Supreme Court considered the scope of review on an appeal from a declaratory judgment proceeding. The court said:

> "* * * * This proceeding being legal in nature, the defendant was entitled to a resolution of the questions of fact as in an action at law. See specially concurring opinion on rehearing in Oregon Farm Bureau v. Thompson, 235 Or 162, 199, 378 P2d 563, 384 P2d 182.
>
> "Since the findings of a trial judge sitting as a trier of the facts in an action at law are entitled to the same finality as the verdict of a jury, his findings must be sustained if there is any evidence in the record to support them. We measure the evidence against this standard." 241 Or at 491.

The defendants cite us to Consolidated Freightways, Inc. v. Flagg, 180 Or 442, 176 P2d 239, 177 P2d 422 (1947), in support of their contention that we are at liberty in this proceeding to review the record de novo. The most recent pronouncement of our Supreme Court on the issue, decided since the briefs were filed and the argument heard here, is found in May v. Chicago Insurance Co., 93 Adv Sh 846, ___ Or ___, 490 P2d 150 (November 5, 1971), and is as follows:

> "As a preliminary matter, we consider the scope of our review. Plaintiffs contend, citing Consolidated Freightways, Inc. v. Flagg, 180 Or 442, 176 P2d 239, 177 P2d 422 (1947), that on review of declaratory judgment proceedings this court is not bound by the trial court's findings of fact. Defendants respond that even though this court may not be bound by findings of fact in a declaratory judgment proceeding, it normally accords weight to the circuit court's decision.
>
> "The parties' contentions on this question are applicable only to declaratory judgment proceedings which are basically equitable in nature. The broad language in Consolidated Freightways on which plaintiffs rely, 180 Or at 458, is no longer controlling in all declaratory judgment proceedings. It is now clear that such proceedings will be treated as either legal or equitable,

> depending upon their nature. Mayer v. First National Bank of Oregon, ___ Or ___, 489 P2d 385, 392 (September 29, 1971); Oregon Farm Bureau v. Thompson, 235 Or 162, 179, 378 P2d 563, 384 P2d 182 (1963). We have treated declaratory judgment proceedings to determine coverage under insurance policies as legal in nature, rather than equitable, with the consequence that the trial court's findings of fact in such cases are binding on us if supported by any substantial evidence. Falk v. Sul America Terrestres, 255 Or 246, 248, 465 P2d 714 (1970); Oregon Farm Bureau v. Thompson, supra, 235 Or at 199, 200-205 (concurring and dissenting opinions on rehearing, representing the views of five members of the court on this question). See, also, Reif v. Botz, 241 Or 489, 406 P2d 907 (1965). We cannot, therefore, accept the parties' invitation to review the evidence in this case de novo. We must accept the trial court's findings of fact if those findings have adequate support in the evidence." 93 Adv Sh at 851-52.

The complaint and the cross-complaint here are both in the nature of an action to recover damages for breach of contract and as such are legal in nature. Accordingly, in reviewing this case on questions of fact we do so only to determine "if those findings have adequate support in the evidence." See, also: Oregon Farm Bureau v. Thompson, 235 Or 162, 176, 378 P2d 563, 384 P2d 182 (1963); Williams v. Stockman's Life Ins., 250 Or 160, 441 P2d 608 (1968); Western Bank v. Morrill, 245 Or 47, 61-62, 420 P2d 119 (1966).

STATEMENT OF FACTS

The facts established by the evidence and necessary to an understanding of the trial court's findings are as follows: The Astoria bridge was to be constructed across the mouth of the Columbia river by the Oregon State Highway Commission, plaintiff herein, pursuant to agreements between the states of Oregon and Washington. Plaintiff and defendant DeLong, on June 29, 1962, entered into a written contract for the construction of certain piers which were to constitute a major portion of the substructure of that bridge. This contract was preceded by years of extensive engineering and financial studies by the federal government and both states. Core borings across the proposed alignment of the bridge were made and the detailed results were reported in boring logs and laboratory reports.

On May 19, 1962, the Commission put out for bids its proposal for construction of the substructure of the Astoria bridge. It included detailed drawings, the Oregon State Highway Department's "Standard Specifications for Highway Bridge Construction" and the "Special Provisions for Highway Construction." The proposal called for the construction of 27 concrete river piers and five concrete shore piers. Bids were to be submitted on June 27, 1962.

DeLong assembled a team of engineers to study the available data. They visited the site and talked with a number of special consultants familiar with the project area. Thereafter DeLong submitted its bid, and on June 29, 1962, the Commission approved the award of the contract to DeLong.

The bid proposal required the bidder receiving the award to submit a performance bond prior to the actual execution of the contract. Pursuant to this requirement, DeLong contacted defendant Travelers Indemnity Company, who, after carefully examining the plans, special provisions, bond and contract, executed and delivered to plaintiff on June 29, 1962, a performance bond to secure performance by DeLong of its contract.

The contract was executed on June 29, 1962, and was to be completed in two years. It provided for the following dates of completion:

Unit I: Piers 170 through 175 and spans over 172, 173 and 174 to be completed by October 31, 1963.

Unit II: Piers 5 through 12, 160 through 167 to be completed by November 30, 1963.

Unit III: Piers 168 and 169 to be completed by January 31, 1964.

Unit IV: Piers 13 through 20 and all other work under the contract to be completed by June 30, 1964.

Pier 169

It is Pier 169, the largest of all the piers, around which much of the factual controversy in this case centers. This pier was designed to stand upon two seals, the east seal and the west seal. Each one was rectangular, measuring about 45 feet by 90 feet, and was to be placed at or below the river bottom level. The work first involved underwater excavation where each of the pier seals was to be placed. The next step was to drive 528 steel foundation pilings into the river bottom. They were to be equally divided between the two seals.

Then came the construction of the cofferdams. These consisted of interlocking sheets of steel extending around the perimeter of each seal area, in effect making two steel boxes approximately 45 by 90 feet. Next was the pouring of the concrete within the cofferdams. This underwater pour utilized the "tremie" method, a method authorized under the contract.

Generally, the tremie method involves extending one or more pipes to the bottom inside each cofferdam. After a pipe is cleared of water, concrete is poured into a hopper attached to the top of the pipe by a telescoping joint. The initial concrete poured down and out the open end of the tremie pipe forms a small mound on the bottom. Thereafter the lower end of the pipe is kept imbedded in the concrete. If the pour is continued at the proper rate and pressure and with proper techniques, the "live" pile or piles of concrete continuously expand internally, ultimately filling the cofferdam to the desired elevation. The result is a solid block of concrete, the water having affected only the outside layer. This construction process was undertaken by DeLong, but, for reasons discussed below, the concrete in the seals was found to be defective in January 1964, and controversy arose between the plaintiff and DeLong as to its cause. Basically, each claimed it was the other's fault and duty to absorb the extensive removal and replacement cost.

Subsurface Information

There were a number of delays both before and after the discovery of the defective seals at Pier 169. By way of defense, the defendants assert that not all of the detailed data available to plaintiff was shown on the contract plans. Thus they contend the problems and delays encountered by DeLong during various phases of construction, and particularly with reference to Pier 169, were due to unanticipated foundation conditions, many of which they claim were known to plaintiff but withheld from defendants.

The trial court found contrary to defendants' assertions regarding the alleged lack of data made available by plaintiff. The court's letter opinion states, inter alia:

> "Defendant contends that plans and specifications [supplied by plaintiff], particularly regarding sub surface information, were false and fraudulent and that they were wrongfully induced to enter into the contract because of said fraudulent misrepresentation. The Court rejects Defendant's claim in this regard, in that Defendant's employees had all the sub surface information that was available to the Plaintiff a considerable amount of time prior to beginning the work, further the Court finds that sub surface information furnished on the plans was a reasonable representation of the difficulties expected to be encountered beneath the surface as construction progressed."

There was substantial evidence to support the above conclusion. As the plaintiff points out, the "sheer physical volume of the original boring logs, with associated laboratory reports, etc., testifies eloquently as to why all this data was not reproduced on the plans." Furthermore, after examining the contract plans and summary of the boring logs, Mr. Arthur Elliott, bridge engineer for the California Division of Highways, testified that the information thereon would alert a contractor to the general condition prevailing across the mouth of the Columbia river. He testified:

> " * * * [O]bviously [Exhibit 36, a summary of parts of the information in the boring logs available to DeLong] doesn't contain all the information that is contained from the boring logs, but outside of a few minor discrepancies, or not even discrepancies, differences, it conveys, I think, a correct and reasonable impression of what the bar across the mouth of the Columbia looks like, and I think that it as such, would convey to a contractor a fair representation of what he might be expected to encounter in the construction of this bridge."

More importantly, however, before submitting their bids, all bidders, including DeLong, were advised that further information on the project could be obtained from the division engineer in Salem or the resident bridge engineer in Astoria. The name and address of each was furnished. Mr. George Taite, the leader of the team formulating DeLong's bid, although aware of their existence, made no effort to obtain the original boring logs.

In accepting the contract, DeLong warranted that it

> " * * * has made a careful examination of the plans, specifications, and contract; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials."

Article 2.1.1 of the proposal provided:

> "The subsurface material at the site, as shown on the plans, represents the best available estimate of the existing conditions based

> on explorations made by the Highway Commission. The Highway Commission does not guarantee that material encountered will conform to that shown on the plans."

Pile Driving

There was much testimony relating to DeLong's experiences in driving the foundation piling. Despite defendants' numerous assertions to the contrary, it is sufficient here to say we find that there was substantial evidence to support the trial judge's conclusion

> " * * * that the extensive testimony and much ado made, regarding sub surface conditions was a make-weight argument by the Defendant in this case in order to divert attention from the real problem that led to the termination of the contract; that is, the final responsibility for the pouring of the bad concrete seals at Pier 169, particularly in light of the fact that all the piling necessary for completion of this project had been driven with no more difficulty, than should have been anticipated while driving piling in the estuary of this great river."

Scour

An additional area of dispute around which much controversy centered concerned the development of "scour" around the cofferdams at Pier 169. The court points out:

> "Defendant makes much of the scour problem which occurred at Pier 169 and the subsequent events relating thereto, although the protection of the cofferdams at Pier 169, under the contract, was basically the responsibility of the Defendant. Plaintiff, for reasons of its own, undertook to abate this scour condition and did stabilize the bottom of the river by use of fascines and large quantities of rock. This necessitated the re-driving of a cofferdam and adjustment of the lower level of the concrete seals before pouring could commence."

It appears from the evidence that the condition known as scour frequently occurs when an obstacle, such as a bridge foundation, is placed in a river. The obstruction changes the flow of water in that vicinity, which in turn affects the existing stability of the river bed material. Where this occurs, the bottom material is carried away, similar to the effects of erosion on land, leaving holes in the river bed in and around the obstruction.

In designing bridge foundations, one of the foremost considerations is the determination of probable scour, for, if the foundations are designed without due regard for that contingency, the foundations may be undermined, causing the bridge to collapse. Thus, the foundations must be placed sufficiently deep into the river bed to safeguard against the effects of scour.

It is not disputed that severe scouring occurred at Pier 169, and that extensive corrective measures were undertaken at the state's expense. On the morning of September 16, 1963, scour was detected in the area of the recently completed upstream cofferdam. The scour situation progressively worsened and, on September 19, the state sent to Astoria Mr. Glen Paxson, who at the time was one of its special engineering consultants. At the state's insistence, appropriate measures were taken to arrest the scour and build the river bed back to a satisfactory level.

Mr. Hans Wendel, who was DeLong's chief engineer, testified that he anticipated there would be some scour in the area of Pier 169. Furthermore, an Army Corps of Engineers report concerning conditions relevant to scour potential at the mouth of the Columbia river was available to DeLong as a public document.

Pursuant to the provisions of the contract, DeLong's cofferdam plans were submitted to the state and, after certain suggested revisions, were approved subject to the terms of the contract imposing upon the contractor responsibility for the "successful use and safety" of the cofferdam design details. By the terms of the contract, DeLong also agreed that

> "Until final acceptance of the contract the contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and he shall make good at his own expense all injuries or damages to any portion of the work before its completion and final acceptance.
>
> " * * * * * *
>
> "The contractor shall accept the compensation, as herein provided in full payment for furnishing all materials, labor, tools and equipment, and for performing all work under the contract, also for all loss, damage, or liability arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Commission."

Causes of Bad Concrete

The defendants argue in part that the scour condition was somehow related to the cause of the poor concrete at Pier 169. The court expressly rejected this theory, stating:

> "Defendant attempted to relate the scour condition to the ultimate failure of the concrete poured into the two cofferdams constructed at Pier 169, this concrete was to be the seals atop the

> piling driven at this site, which in turn formed the base for one of the main piers supporting the span across the main river channel.
>
> "The Court rejects the Defendant's theory and accepts the testimony of Plaintiff's experts, relating to the cause of the poor concrete at Pier 169, the basic causes being a slow rate of pour, the failure to use more than one tremie pipe during the period of the pours, and the failure to maintain a tremie pipe in such condition as to exclude excess water during the time of the pour. These factors allowed the concrete to segregate and bulk, which in turn accounted for the underruns experienced at Pier 169. The pouring of a good seal, of course, was the Defendant's responsibility under the contract, and once it was discovered that the seals were bad, it was the defendant's responsibility to remove and replace said concrete with an acceptable work product. This the Defendant failed and refused to do, and this was adequate grounds for Plaintiff to cancel the Defendant's contract, and acting in the public interest, to proceed with another contractor, for the completion of the substructure work."

In the case of both the upstream and downstream seals, there was found, upon completion of the pours, to be underruns of concrete of about 1,000 cubic yards; that is, each seal with a theoretical volume of 3,000 cubic yards was filled by only 2,000 cubic yards of concrete. The cofferdams were dewatered in late December 1963, and the state completed on January 9, 1964, a coring program on the seals which showed that quantities of river sand were present in the seals and considerable segregation existed between the aggregate and the cement. Both of these conditions were in violation of the Standard Specifications.

Defendants' theory at the trial was that vast quantities of stream bed material somehow worked their way under, over or through the steel cofferdams and into the seal area. These "adverse hydraulic conditions," the defendants asserted, "at least partially" were responsible for the defective pours at Pier 169.

In refuting defendants' theory, the plaintiff called Mr. Glen Paxson, a highly qualified former deputy state highway engineer with over 40 years' experience in bridge construction. He testified that, in his opinion, the underrun in the seal concrete was not caused by the intrusion of materials from outside the cofferdam. Basically, this was because the only way for sand or other stream bed material to get into the seal area was down the outside of the cofferdam piles, under the tips, and up the inside of the cofferdams. Neither the minimal difference in hydraulic "head" nor any differences between the weight of materials inside and those outside the cofferdam was sufficient to have forced sand underneath the sheet piles. "The probability of such a thing happening is so remote that it can be considered as impossible." This conclusion was supported by the testimony of other competent experts called on behalf of the state.

Both seals at Pier 169 were poured through a single tremie pipe. In contrast, the evidence indicated that the seals of comparable size at Pier 170 were poured with at least two and perhaps four tremie pipes. A number of well qualified experts testified on behalf of the state regarding the necessary number of tremie pipes for a pour of the magnitude at Pier 169; each opinion varied somewhat as to how many tremie pipes should properly have been used, but all agreed that one tremie pipe was clearly not enough.

The rate of pour at Pier 169, found by the court to be too slow, averaged 25 to 30 yards per hour at the two seals. The evidence indicated that at the time the contract was awarded the DeLong management contemplated a maximum rate of pour of tremie concrete in the seals of about 70 to 100 yards per hour, and on January 22, 1964, after it was discovered that the seals were defective, DeLong itself acknowledged that the rate of pour at Pier 169 had been about 25 or 29 yards per hour, and that on future tremie pours it should be about 80 yards per hour. In addition to this evidence, there was substantial expert testimony from witnesses that the slow rate of pour was one of the significant factors in producing the defective material in the seals at Pier 169.

Article 2.4.9 of the contract states, inter alia, "Concrete shall be placed so as to avoid segregation of the materials." The same section further requires that "[As] far as practicable, the pipes shall be kept full of concrete during placing and their lower ends shall be kept buried in the newly placed concrete."

Upon discovery of the condition of the seals at Pier 169, the Commission determined they were unacceptable, and DeLong was advised on January 9 that it would be required to replace the seals at its expense. The last work at Pier 169 was on or about January 16, 1964; pumps were removed by DeLong on January 24 and never returned there. There followed a series of meetings between DeLong and Commission officials.

Following extensive discussions, DeLong, on February 18, 1964, filed in the United States District Court for the District of Oregon a complaint for Declaratory Judgment and injunctive relief against the Oregon State Highway Commission seeking "to terminate the contract between it and defendant Oregon State Highway Commission and to be excused from further performance thereof" and also seeking "compensatory and consequential damages from the defendant Oregon State Highway Commission because of the material breaches thereof by defendant Oregon State Highway Commission."[2]

Toward the end of the week ending February 22, 1964, Mr. Hans Wendel, DeLong's chief engineer, told plaintiff that because the job was in litigation in federal court, DeLong would not be working at any location other than where it was working that week. Work that week did not include any work on Pier 169. Mr. Wendel left the job in late February 1964, and never returned except to pack up and move to New York. The last entry in his diary was on February 21, 1964. DeLong's pile-driving and work barges were permanently removed from the job on about February 27, 1964.

On March 31, 1964, the state highway engineer certified to the Commission that sufficient cause existed for termination of the contract in that the contractor had violated its provisions in several material respects, including substantial abandonment, as shown by recent nearly total inactivity, persistent, repeated failure to supply enough workmen for efficient prosecution of the work, failure to correct and replace defective work, persistent disregard of the engineer's instructions to proceed, inability or unwillingness to proceed according to the terms of the contract, as shown in its allegations in the federal court complaint, failure to vigorously prosecute the work, failure to complete Units 1, 2 and 3, and inability to complete Unit 4 by the respective completion dates therefor.

Based thereon, the Commission authorized the termination of the contract. The letter of termination was sent to DeLong and to Travelers Indemnity Company on April 2, 1964.[3] By the terms of the letter, the effective termination date was April 13, 1964. Thereafter the Commission evaluated the work done by DeLong under the contract, determined what remained to be done thereunder and revised the plans and specifications accordingly. On June 24, 1964, the Commission put out for bids its revised proposal for completion of the unfinished work called for by the DeLong contract. Following competitive bidding, a contract was awarded on July 13, 1964, to Raymond International, Inc. The Raymond contract was completed on August 2, 1965, 476 days after the effective date of termination.

We hold that the trial court's finding that the contract was breached by DeLong and validly terminated by the plaintiff effective April 13, 1964, was amply supported by the evidence. We turn now to the remaining issues.

LIQUIDATED DAMAGES

The special provisions of the contract relating to Prosecution and Progress include the following:

> "Time for Completion of Work
> and Liquidated Damages:
>
> "Time is of the essence of the contract. The schedule of completion dates set forth in the special provisions titled 'Dates of Completion' are necessary for the orderly completion of the project. Inasmuch as any delay in the prosecution of the work will inconvenience and be expensive to the traveling public, obstruct traffic, interfere with and delay business and commerce, and increase the cost to the State, it is essential that the work be pressed vigorously to completion.
>
> "The contractor shall complete the work called for under the contract in all parts, units and requirements on the calendar dates specified in an accompanying special provision.
>
> "It is agreed by the parties to the contract that in case all the work called for under the contract in each and all parts, units and requirements is not finished or completed on the calendar dates called for in the contract, damage will be sustained by the State of Oregon, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delays; and it is therefore agreed that the contractor will pay to the State of Oregon as liquidated damages or the State, at its option, may deduct from any moneys due or to become due to the contractor from the State, the sum indicated in the schedule below for each and every calendar day elapsed beyond the calendar date specified for the performance and completion of the work called for in the contract.
>
> "Schedule of Liquidated Damages

"Unit of Work	Per Calendar Day Liquidated Damages
Any one unit	$2000.00
Any combination of one or more units	2000.00

> "Liquidated damages will be assessed against the unit or combination of any one or more unites [sic], as listed under 'Dates of Completion', having the longest overrun of time in calendar days over the specified completion time.
>
> " * * * * * *
>
> "Payment of liquidated damages shall not release the contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the State's right to collect any additional damages which it may sustain by failure of the contractor to carry out the terms of his contract, it being the intention of the parties that said liquidated damages be full and complete payment only for failure of the contractor to complete the work on time."

Concerning liquidated damages the court found:

> "Claims had been made for liquidated damages and for damages by the parties up to the time of the cancellation of the contract. The Court hereby finds that there were offsetting, valid delays, occasioned by both parties up until the termination time.
>
> " * * * * * *
>
> "However, the Plaintiff is entitled to an additional amount other than stated above, in the form of liquidated damages, occasioned by the delay caused by the Defendant, for a period of 476 days at $2,000.00 per day, or the amount of $952,000.00."

Defendants, in their ninth assignment of error, challenged the above award of liquidated damages for delay, and plaintiff in its first assignment of error on cross-appeal challenges the failure of the trial court to award it liquidated damages for delays occurring prior to its termination of the contract in the further amount of $330,000. The court found that there were "offsetting, valid delays, occasioned by both parties up until the termination time" and thus denied liquidated damages for delays prior to termination.[4]

We consider first whether plaintiff was entitled to the liquidated damage award for the delay in the completion of work following its termination of the DeLong contract by the state. We recognize initially that in law a provision of a contract is not converted from a penalty to liquidated damages simply by so denominating it.

Restatement, Contracts 552-53, § 339 (1932), states in part:

> "(1) An agreement, made in advance of breach, fixing the damages therefor, is not enforceable as a contract and does not affect the damages recoverable for the breach, unless
>
> "(a) the amount so fixed is a reasonable forecast of just compensation for the harm that is caused by the breach, and
>
> "(b) the harm that is caused by the breach is one that is incapable or very difficult of accurate estimation.
>
> " * * * * *
>
> "Comment on Subsection (1):
>
> " * * * * *

> "c. Where the amount of loss or harm that has been caused by a breach is uncertain and difficult of estimation in money, experience has shown that the estimate of a court or jury is no more likely to be exact compensation than is the advance estimate of the parties themselves. Further, the enforcement of such agreements saves the time of courts, juries, parties, and witnesses and reduces the expense of litigation. In such cases, if it is not shown that the principle of compensation has been disregarded, the liquidation by the parties is made effective.
>
> " * * * * * *."

In Secord v. Portland Shopping News, 126 Or 218, 223-25, 269 P 228 (1928), the court, after discussing the considerations determinative of the difference between a liquidated damage provision and a penalty, said:

> " * * * In determining whether any particular stipulation is to be regarded as one fixing a penalty, or whether it really liquidates the damages, the adjudicated cases present us with an abundance of rules to guide our determination. For instance, the situation must be appraised as of the time when the contract was effected, and not as it appears at some other time: Baltimore Bridge Co. v. United R. etc. Co., 125 Md. 208 (93 Atl. 420). It is well settled that in the determination of the problem the court should consider all of the circumstances which surrounded the parties, together with the ease or difficulty of measuring the breach in damages. A comparison of the size of the stipulated sum not only with the value of the subject matter of the contracts, but also with the probable consequences of the breach as they appeared when the contract was executed may be helpful: 17 C. J., Damages, § 234. Mr. Justice BEAN in Salem v. Anson, 40 Or. 339 (67 Pac. 190, 91 Am. St. Rep. 485, 56 L. R. A. 169), well states another helpful rule in language which has been much quoted:

> "' * * * When the actual damages in case of a breach of the contract must necessarily be speculative, uncertain, and incapable of definite ascertainment, the stipulated sum will be regarded as liquidated damages, and may be recovered as such without proof of actual damages, unless the language of the contract shows, or the circumstances under which it was made indicate, a contrary intention of the parties, or it so manifestly exceeds the actual injury suffered as to be unconscionable * * Where the damages are uncertain and speculative, the presumption ordinarily is that the parties have taken that into consideration in making the contract, and have agreed upon a definite sum to be paid in case of a breach, in order to put the question beyond dispute and controversy and to avoid the difficulty of proving actual damages.'
>
> " * * * * * *
>
> "It is also to be noticed that some of the former antipathy to these provisions which inclined courts at times, to construe them as stipulations for a penalty is modulating. Thus Mr. Justice CLARKE on behalf of the federal Supreme Court in Wise v. United States, 249 U.S. 361 (63 L. Ed. 647, 39 Sup. Ct. Rep. 303), expressed the changed attitude thus:
>
> "'The later rule, however, is to look with candor, if not with favor, upon such provisions in contracts when deliberately entered into between parties who have equality of opportunity for understanding and insisting upon their rights, as promoting prompt performance of contracts and because adjusting in advance, and amicably, matters the settlement of which through courts often involve difficulty, uncertainty, delay and expense.'"

In Priebe & Sons v. United States, 332 US 407, 411-12, 68 S Ct 123, 92 L Ed 32 (1947), the United States Supreme Court said:

> "Today the law does not look with disfavor upon 'liquidated damages' provisions in contracts. When they are fair and reasonable attempts to fix just compensation for anticipated loss caused by breach of contract, they are enforced. [Citations omitted.] They serve a particularly useful function when damages are uncertain in nature or amount or are unmeasurable, as is the case in many

> government contracts. [Citations omitted.] And the fact that the damages suffered are shown to be less than the damages contracted for is not fatal. These provisions are to be judged as of the time of making the contract. [Citation omitted.]"

See also, 5 Corbin, Contracts 402, 407-09, § 1072 (1964); 5 Williston, Contracts 733-36, § 785 (3d ed 1961); 35 Ill L Rev 74 (1941); 52 Harv L Rev 160 (1939).

Here the difficulty inherent in determining and proving actual damages for delay prior to completion of the bridge is apparent,[5] as for example in determining the net loss of revenue which would have been derived had the bridge been in operation. This is particularly true when the validity of the liquidated damage provision must be determined as of the time the contract was entered into, rather than at the time of completion. Secord v. Portland Shopping News, supra; Priebe & Sons v. United States, supra. That the amount of liquidated damages claimed does not unconscionably exceed the actual injury suffered is seen from the testimony relating to the claimed losses from the ferry operation, absence of toll revenues, and deprivation of the Washington state subsidy.

We think it clear that the challenged provision was correctly viewed as one for liquidated damages, and not as a penalty, "amercement" or forfeiture.

The defendants rely primarily on the case of Rainier v. Masters, 79 Or 534, 154 P 426, 155 P 1197, 1916E LRA 1175 (1916), in support of their contention that no liquidated damages can be here allowed. In *Rainier*, the city of Rainier brought an action against the contractor and surety on a bond to secure performance of a sewer construction contract that stipulated if the required work was not completed by September 14, 1909, the defendants would pay liquidated damages of $10 per day for each day beyond the date specified for completion. These liquidated damages were to run from the date of required completion to the date of actual completion. The complaint alleged that the contractor began performance, but the contract was never completed. At the time of the trial the city had taken no steps toward completion of the project, although more than four years had passed since work had ceased upon it. The city sought as its sole claim for damages the enforcement of the $10 per day clause. In rejecting this contention the court said:

> "The complaint declares an *abandonment of the contract* after the commencement of performance. At what stage of the work this occurred is not stated. The effort of the plaintiff is to apply to such a breach the stipulation for the allowance of $10 a day for delay in completing the undertaking. We note that by the provisions of the agreement itself this *per diem* forfeit is not to be applied for an indefinite period in the discretion of the plaintiff. *On the contrary, the stipulation is limited to time 'which should elapse after the expired time to date of completion.'* In other words, the term for which the amercement is to be allowed is bounded in the beginning by September 15, 1909, and is ended at the completion of the improvement. The pleading fails to disclose such latter date. Indeed, the plaintiff virtually states that there is no such date in that it says the enterprise was never finished. The manifest intention of the

> parties was, not to apply this clause to general damages, but only to mere delay. The stipulation on that point contemplates a fulfillment of the contract although belated, and not a breach by abandonment. * * *
>
> " * * * * * *
>
> " * * * It was not the intention of the parties, as manifested by their agreement, to create a perpetuity of per diem forfeiture bounded only by the statute of limitations or the rapacity of the plaintiff. In general, damages are limited to compensation to the end that the injured party may be made whole, and it is only where it is difficult or impossible to calculate the actual damage that the previous stipulation of the parties for liquidated damages will be enforced. * * * The complaint does not portray any condition to which the drastic remedy of liquidated damages is applicable. It was at least the duty of the pleader to show a completion of the contract, and thus establish the termination of the period of forfeiture. Failing to do so, he has not stated in any event a breach to which can be applied the measure of damages he invokes. * * *" (Emphasis supplied.) 79 Or at 537-39.

Here, however, unlike Rainier, the plaintiff did proceed to complete the work required under the DeLong contract. Promptly after its termination of the contract, the state, following preparation of the necessary documents, called for bids to complete the work called for in the DeLong contract, and on July 13, 1964, awarded the contract to Raymond International, Inc., for $2,434,926.69. The court's award of general damages in the amount of $1,719,864.19 reflects its findings of the difference between the DeLong contract price and the actual cost to the state of completing the agreed work, with certain adjustments not here relevant.

In Rainier, the complaint alleged "an abandonment[6] of the contract." Here, however, not only was the completion of the work, though by a different contractor, alleged and proved, but extensive evidence received concerning the actual losses of the plaintiff incurred therein, exclusive of the challenged liquidated damages.

Furthermore, in Rainier it is obvious that the court concluded the city had also abandoned the project,[7] the exact opposite of the situation here, for it said:

> " * * * It was not the intention of the parties, as manifested by their agreement, to create a perpetuity of per diem forfeiture bounded only by the statute of limitations or the rapacity of the plaintiff. * * *" 79 Or at 539.

Here the intention of the parties as set forth in the contract was not only that the project be completed promptly as it was, but that the provision for liquidated damages was inserted to compensate only for delay in that completion.[8]

In Comment, Applicability of Liquidated Damages Clause to Delays Where Building Contractor Abandons, 35 Ill L Rev 74, 76 (1941), the writer points out:

> "Satisfaction of the fundamental purpose of the liquidated damages clause requires in all kinds of delay a construction of the clause to allow recovery according to the stipulated rate, since all delays operate to defeat the interest of the owner in attaining a timely completion. Holding the clause inapplicable to delays in case

> of abandonment results in giving the contractor an opportunity to avoid his contractual obligations. Such a view not only denies recovery for delays which would appear were the contractor to complete, but even denies recovery for delays which have 'accrued' between the date set for completion and the date of abandonment. Whenever the contractor can foresee his inability to complete on time or when he has passed the completion date, he may determine that his probable liability for delay plus the out-of-pocket expense to himself of completing will equal or exceed the cost of getting the project completed by another. It will then be unprofitable for him to continue and he may abandon the job. * * *"

We believe that the trial court correctly concluded since this project was completed without unreasonable or unnecessary delay that there was not only no abandonment within the rule announced in Rainier, but rather that its correct application to the facts here is fully consistent with the Rainier holding.

In May v. Chicago Insurance Co., supra, the court said:

> "As a general rule, the construction of a contract is a question for the court and is treated as a matter of law. * * * In Libby Creek Logging, Inc. v. Johnson, 225 Or 336, 339, 358 P2d 491 (1960), we said:
>
> > "'If the provisions of the contract are plain and unambiguous, it is the function of the court to interpret the contract and declare its legal effect. (Citing cases.)
> >
> > "'If the language of the contract is ambiguous, or if technical words, terms of art, or local phrases are used, evidence showing the meaning or interpretation of the contract may be admitted. In such event, the jury should determine the intention of the parties. (Citing cases.)'" 93 Adv Sh at 852-53.

The provisions of the contract relating to liquidated damages were in our view plain and unambiguous. But whether so viewed, since the trial judge sat here as the trier of fact as well as the determiner of law, we conclude that he correctly determined that the liquidated damages provision was here applicable. Since his finding that the defendants were chargeable with delay aggregating 476 calendar days is supported by substantial evidence, his award of $952,000 as liquidated damages for that delay is affirmed.

In plaintiff's cross-appeal it asserts the trial court erred in not awarding it liquidated damages for the period between breach and termination. The trial court found that there were "offsetting, valid delays" during this period and concluded that plaintiff was not entitled to liquidated damages for the 165 days claimed as elapsing between breach and termination. It is sufficient without more to point out that plaintiff authorized additional work orders to correct problems resulting from scour for which it agreed to pay DeLong more than $200,000 in excess of the contract price. We think the trial court's denial of the cross-appeal is supported by substantial evidence.

ATTORNEY FEES

Defendants, in their 12th and 13th assignments of error, assert that the trial court improperly allowed $250,000 in attorneys' fees to plaintiff against the defendant Travelers Indemnity Company.

The general rule is that attorney fees are not recoverable except pursuant to a contract, express or implied, or unless provided for by statute. State v. Jamison, 251 Or 114, 120, 444 P2d 15, 444 P2d 1005 (1968); State Land Board v. Sovenko, 202 Or 571, 574, 277 P2d 781 (1954); Garrett v. Hunt, 117 Or 673, 244 P 82, 245 P 321 (1926). Here neither the contract nor the performance bond expressly refers to attorney fees. The parties agree that the plaintiff's right, if any, to attorney fees depends upon ORS 743.114(1):

> "If settlement is not made within six months from the date proof of loss is filed with an insurer and an action is brought in any court of this state upon any policy of insurance of any kind or nature, and the plaintiff's recovery exceeds the amount of any tender made by the defendant in such action, then the plaintiff shall recover as part of his judgment such additional sum as the court may adjudge to be reasonable as attorney fees."

The policy behind this statute, as explained in Heis v. Allstate Insurance Co., 248 Or 636, 436 P2d 550 (1968), is

> " * * * to encourage the settlement of claims and to discourage the unreasonable rejection of claims by insurers. If the insurer, in rejecting a claim or in tendering less than is claimed, relies upon a mistaken theory of its legal liability, the plaintiff is entitled to a reasonable attorney's fee if he recovers more than the tender." 248 Or at 643-44.

In State v. Claypool, 145 Or 615, 28 P2d 882 (1934), the court, in holding that the filing of the complaint was itself a sufficient demand where the contract did not require that a formal proof of loss be filed under ORS 743.114, stated:

> "Defendant contends that the allowance to the state of attorney's fees was improper. Section 46-134, Oregon Code 1930, authorizes the allowance of attorney's fees upon all policies of insurance if settlement is not made within six months after date that proof of loss is filed with the company. It further provides that, if the defendant tenders any amount into court and no greater amount is recovered in the action, then attorney's fees shall not be allowed. There was no tender made and there is no provision in the policy requiring proof of loss as in ordinary fire insurance cases. The commencement of the action is equivalent to demand for payment, whether previously made or not and this we think renders the statute applicable and entitles the plaintiff to attorney's fees in this action. The complaint was filed on April 11, 1932, but the judgment was not entered until June 7, 1933, more than six months after the commencement of this action. This, we think, brought the case within the intendment of the statute under the doctrine followed and approved in *Murray v. Firemen's Ins. Co.*, 121 Or. 165 (254 P. 817); *Goodspeed v. Duby*, 131 Or. 275 (283 P. 6); *School Dist. v. New Amsterdam Cas. Co.*, 132 Or. 673 (288 P. 196); *Dolan v. Continental Cas. Co.*, 133 Or 252 (289 P. 1057)." 145 Or at 621-22.

See also, New York Life Insurance Company v. Lee, 232 F2d 811 (9th Cir 1956).

As this action is by plaintiff to, *inter alia*, recover on an indemnity insurance policy issued by defendant Travelers, its declaratory nature does not prevent ORS 743.114 from becoming operative. Williams v. Stockman's Life Ins., 250 Or 160, 172, 441 P2d 608 (1968); *cf*. Hollopeter v. Oreg. Mutual Ins., 255 Or 73, 464 P2d 316 (1970); First National Bank v. Malady, 242 Or 353, 360, 408 P2d 724 (1966).

The complaint alleges:

> "Plaintiff afforded to Travelers, as surety for DeLong, ample and reasonable opportunity to complete the work remaining to be done after said Contract No. 6124 was terminated, but Travelers for more than six months prior to the filing of this suit failed to do so. That plaintiff is entitled to recover $250,000.00, all of which is reasonable, as attorney fees from the defendant Travelers."

We hold that plaintiff sufficiently pleaded its right to recover attorney fees from Travelers pursuant to ORS 743.114. See, Staff Jennings, Inc. v. Fireman's Fund Insurance Company, 218 F Supp 112, 114 (D Or 1962). Additionally we note that plaintiff addressed the notice of termination of April 2, 1964, to DeLong and to Travelers jointly. The notice included the statement:

> "This is to further advise that the State will henceforth look to Traveler's Indemnity Company for completion of the contract according to its terms, in accordance with its obligations as surety. If said surety fails to promptly undertake the satisfactory completion of the work, the State will do so, either by means of its own forces or by contract, as the Commission may deem appropriate. In any event, the State will look to the DeLong Corporation and Traveler's Indemnity Company for recovery of the damages sustained by the State by reason of the contractor's' violation of the provisions of the contract."

Thus, we hold that Travelers had full knowledge of plaintiff's intention to hold it liable for performance of the contract including damages, and that the complaint itself constituted a sufficient proof of loss within ORS 743.114(1).

Defendant Travelers contends that since there is no specific amount sought in plaintiff's prayer for relief, Travelers was unable to know how much to tender to plaintiff, and thus plaintiff should not be permitted to avail itself of ORS 743.-114 by way of the rule laid down in Claypool. This argument is without merit, as paragraphs XI, XII and XIII of this complaint all set forth specific amounts of money damages alleged to be owing to plaintiff because of DeLong's breach of contract. There are no provisions in the statutes or in Travelers' bond relating to the specificity with which the plaintiff must set forth its proof of loss. Travelers was entitled to sufficient information to form a reasonable estimate of its liability. The complaint sufficiently advised Travelers of the amounts claimed for breach of the contract.

In Heis v. Allstate Insurance Co., 248 Or 636, 644-45, 436 P2d 550 (1968), the court said:

> " * * * There are no provisions in the statutes or in the insurance contract relating to the specificity with which the insured must set forth his proof of loss. The insurer is entitled to sufficient information to form a reasonable estimate of its liability. This does not mean that the insured's claim is barred if the proof of loss originally filed does not contain sufficient information to make this estimate. If the proof of loss is ambiguous, the insurer should make a reasonable effort to resolve the ambiguity. Defendant's own policy indicates that it may be necessary for it to investigate a claim for the purpose of testing its validity. Thus, the policy provides that

> the insured 'shall after such request from Allstate execute authorization to enable it to obtain medical reports and copies of records.'
>
> "If defendant's contention is that plaintiff's proof of loss was so uncertain that defendant was unable to determine the character of plaintiff's claim, then defendant should have requested plaintiff to make her claim more definite and certain. If defendant's contention is that the expenses incurred were adequately described in the proof of loss but inadequately segregated then, as we have explained above, defendant was mistaken, as was the trial court, with respect to its liability, and consequently the proof of loss was not inadequate since it presented a claim which entitled plaintiff to recover."

Furthermore, Travelers does not here contend that it at any time tendered to plaintiff any amount whatsoever in response to the allegations of the complaint.

Accordingly we conclude as more than six months passed between the commencement of this action and final judgment, the plaintiff is entitled to recover reasonable attorney fees from defendant Travelers. State v. Claypool, supra, 145 Or at 622.

Since there was no contractual or statutory authority permitting recovery of reasonable attorney fees from defendant DeLong, none are recoverable. State v. Jamison, supra. We find no difficulty in the fact that, as a consequence of differing liabilities regarding attorney fees, the two defendants are obligated to plaintiff in different amounts. Esselstyn v. Casteel, 205 Or 344, 369-70, 286 P2d 665, 288 P2d 214, 288 P2d 215 (1955). The assignments of error do not challenge the amount of the award for attorney fees. We do not therefore consider it.

REMAINING ASSIGNMENTS OF ERROR

Assignments of error two through five encompass challenges to the accuracy of approximately 50 evidentiary rulings. The second assignment challenges the court's denial of a motion to strike certain testimony of Glen S. Paxson. Mr. Paxson, a registered civil engineer, was employed by the plaintiff for over 43 years. He served in steadily advancing capacities including that of state bridge engineer until in 1961 he became the deputy state highway engineer, which position he occupied during the time this contract was entered into. He retired January 1, 1963, and thereafter served the plaintiff in an advisory capacity in part in connection with the Astoria bridge. Assignment of error three, part seven, challenges the admissibility of Exhibits 400 and 403. Since the former depends in part upon the latter, we consider them together.

During the trial Robert Pool testified on behalf of the state. He was a registered professional engineer employed by plaintiff as an assistant resident engineer at the job site throughout the project. He was present as the representative of the project engineer, Mr. Ellison, during both the pouring and the dewatering of the seals at Pier 169. Exhibits 400 and 403 were identified and introduced during his testimony. These exhibits were intended to reflect the slope of the concrete as it was being poured within both the upstream and downstream seals at Pier 169. Attached to each exhibit was a series of sheets reflecting the changing elevations of the concrete as it was poured. These measurements were made periodically by a team of four engineers throughout each pour. Two of these men were employed by DeLong and two by plaintiff. Mr. Pool actually participated in the process.

The two exhibits in effect were profiles of the seal pours at Pier 169. From the periodic recordings thus obtained and attached as back up for each exhibit, there was prepared a summary of the recorded data in the form of a profile extending the recorded data to show as accurately as was reasonably possible the progress of the concrete pour taking place more than 50 feet below the surface of a rapidly flowing, great and murky river.

The defendants objected during Mr. Pool's testimony to the admission of Exhibits 400 and 403 on grounds of "materiality and relevance," but stipulated as to their authenticity. At that time counsel stated:

> " * * * I will stipulate now I have no objections to the authenticity.
>
> " * * * * * *
>
> "MR. RHOTEN [counsel for plaintiff]: I expect them to show the contours of the concrete at various times during the course of the pier--the course of pouring the seals.
>
> "MR. RAND [counsel for DeLong]: Your Honor, if Mr. Paxson testifies to such a thing, and he is a proper witness to so testify, and he testified he had something to do with it, and then these are offered, they might fit in the context of his testimony. A foundation may be laid for it, and they might be connected up."

Subsequently, Mr. Paxson, over objection, testified, based in part upon Exhibits 400 and 403, that the seals at Pier 169 were defective. In expressing his opinion concerning why those seals were defective, Mr. Paxson relied in part upon those exhibits. This constitutes the chief basis of defendant's claim that the testimony of Mr. Paxson should have been stricken.

At the conclusion of plaintiff's case-in-chief, defendants moved to strike Exhibits 400 and 403 as "irrelevant and immaterial" and "in no way connected with the issues in plaintiff's case in chief." The motion also sought to strike Mr. Paxson's testimony because he considered Exhibits 400 and 403 in arriving at his conclusions concerning the seals. Both motions were denied.

The rulings were correct. The challenged exhibits were relevant to the establishment of the rate of pour of the seals and to compliance by DeLong with the provisions of the contract concerning the pouring of the seals. The exhibits were properly identified and were made by qualified personnel of both parties acting together in the regular course of the work at or about the time of the conditions noted. The court correctly concluded that the sources of information, method and time of preparation justified their admission. ORS 41.690.

We note that a number of the asserted errors, as in Exhibits 400 and 403, involve the introduction into evidence of summaries made from other writings, records or documents. It is difficult to imagine any case where summaries or other graphic representations of relevant material would be of greater aid to the court than in the case at bar, involving as it did an immense volume of both oral and documentary evidence. ORS 41.640(1)(e) provides:

> "There shall be no evidence of the contents of a writing, other than the writing itself, except:
>
> " * * * * * *
>
> "(e) When the originals consist of numerous accounts, or other documents, which cannot be examined in court without great loss of time, and the evidence sought from them is only the general result of the whole."

In Note and Comment, Evidence--Best Evidence Rule--The Law in Oregon, 41 Or L Rev 138 (1963), the author states at 148:

> "OR. REV. STAT. sec. 41.640(1)(e) provides that, where the evidence is detailed and its examination in court would result in 'great loss of time' and where only 'the general result of the whole' is sought, other evidence of the contents of the writings may be received by the court. Such was the common-law rule. * * *"

The Oregon Lawyer's Trial Book, Summaries of Records § 13.7 (1967), summarizes the rule:

> "Secondary evidence is admissible when the originals consist of numerous accounts or other documents which cannot be examined in court without great loss of time, and the evidence sought from them is only the general result of the whole. ORS 41.640(1)(e).

> "Summaries are permitted when the originals are voluminous or complicated and the summary is the general result of the whole. McCORMICK ON EVIDENCE, 411 (1954). * * *"

See, Smith v. Abel, 211 Or 571, 316 P2d 793 (1957); Hubble v. Hubble, 130 Or 177, 279 P 550 (1929); Scott v. Astoria Railroad Co., 43 Or 26, 72 P 594, 99 Am St R 710, 62 LRA 543 (1903); McCormick, Evidence 411, § 199 (1954). When, as here, the challenged exhibits are taken from other evidence, material or documents available to both parties for examination and are consistent with the purposes of the statute, they are clearly admissible. Our attention is directed to no instance where the trial judge abused his discretion in the receipt of such material.

It would greatly prolong this opinion to examine here each of the remaining challenges to the court's rulings on evidence. Our examination of each satisfies us that they are without merit.

In the seventh assignment of error defendants contend the findings of the trial court do not comply with ORS 17.431. Portions of those findings, deemed relevant to this opinion, have been previously quoted. Defendants assert generally they contain "only intermingled conclusions of law, of which only some were supported by vague and ambiguous findings of fact."[9] We note that defendants filed no motion as required by ORS 17.431(1) for special findings of fact prior to commencement of trial. See, Collins v. Lantz, Vickery, 244 Or 62, 64, n 1, 415 P2d 763

(1966); Ewauna Box Co. v. Weyerhaeuser, 198 Or 360, 361, 255 P2d 121 (1953). They now contend that because the plaintiff did, they were not required to. We disagree. The purpose of the statute is to advise the trial court of the demands of each party in advance of trial. In a long and complicated trial involving a myriad of fact issues,[10] few of which are likely ultimately to prove decisive, the burden placed upon the trial court by the statute is a heavy one. A party seeking its application must himself comply with it.

Additionally, defendants in their final assignment of error challenge the court's overruling of their objections to its findings and conclusions and its denial of their request for voluminous special findings of fact and conclusions of law. (See, n 10.) They contend the court in its letter opinion, subsequently adopted by it as its findings of fact and conclusions of law, did not expressly rule on each of more than 200 specific findings of fact requested between them.

In Howard v. Klamath County, 188 Or 205, 215, 215 P2d 362 (1950), the Supreme Court said:

> "The provision[s] of O.C.L.A., § 5-502 [now, in amended form, ORS 17.431] authorize any party litigant to object to findings made by the trial court and to request other different or additional findings, but notwithstanding the request of litigant for special findings, it rests in the discretion of the trial court to determine whether the findings shall be general or special. Larsen v. Martin, supra. If the trial

> court elects to make special findings, it is not bound to make them upon every matter requested by a litigant:
>
> > "' * * * special finding is a "statement of the ultimate facts on which the law of the case must determine the rights of the parties; a finding of the propositions of fact which the evidence establishes, and not the evidence on which those ultimate facts are supposed to rest." [citing cases] A special finding of facts, as said in the case last cited, "consists of a statement of the ultimate conclusions of the trial court upon issues of fact raised by the pleadings." * * *' Larsen v. Martin, supra.
>
> "The objection commonly urged is that the findings do not support the judgment. In the case at bar, however, they exactly support the judgment and we think that findings were made upon all of the material issues. * * *" (Emphasis supplied.)

See also, Leo v. Heller, 255 Or 390, 392, 467 P2d 439 (1970).

We think the trial court made findings concerning every material fact necessary to its determination of the issues before it and to support its conclusions of law based thereon. The law requires no more. These findings are amply supported by the evidence.

Discussion of the remaining assignments of error, whether on the appeal or on the cross-appeal, would add only prolixity to this opinion. We conclude that they are without merit.

The judgment is affirmed.

FOOTNOTES

1

The trial itself extended for more than six months, producing a transcript in excess of 9,000 pages and over 900 exhibits.

2

This case was subsequently dismissed on the ground of lack of jurisdiction. DeLong Corporation v. Oregon State Highway Com'n, 233 F Supp 7 (D Or 1964), affirmed 343 F2d 911 (9th Cir), cert denied 382 US 877, 86 S Ct 161, 15 L Ed 2d 119 (1965).

3

The parties had agreed, under the terms of the contract, that, upon the engineer's certificate that sufficient cause existed, the Commission could terminate the contractor"s employment for various reasons, including persistent or repeated refusal to supply enough workmen for efficient prosecution of the work, persistent disregard of the engineer's instructions, or other substantial violation of any provision of the contract. It was further agreed that, in addition, the Commission could cancel the contract for any willful failure or refusal of the contractor to faithfully perform the contract according to its terms and conditions.

4

In its cross-appeal the state also contends, alternatively to its claim for liquidated damages, that its actual damage resulting only from the delay in completion was $1,393,341.24. In its cross-complaint the state alleged that during the 15-month delay it sustained the following losses:

"Loss on Ferry Operations (Schedule A-4)	$435,283.24
Loss on Bridge Toll Operations (Net)	708,058.00
Loss of Washington State Subsidy	250,000.00"

Evidence was received in support of each. The trial court, however, by reason of its finding of "offsetting, valid delays,"found it unnecessary to determine what, if any, of the claimed actual losses from delay were established. The state concedes that it is entitled only to one or the other.

5

See n 4.

6

5 Williston, Contracts 733,734,§ 785 (3d ed 1961):

> "If the contract is abandoned, the agreed damages are, of course, not recoverable,since mutual abandonment of the contract is tantamount

FOOTNOTES (continued)

> to a tacit recission. In speaking of abandonment, however, courts sometimes use the words 'abandoned the contract' when in reality they mean that the contractor has abandoned work on the project."

7

See Comment, *Applicability of Liquidated Damages Clause to Delays Where Building Contractor Abandons*, 35 Ill L Rev 74, 76, n 9 (1941):

> "City of Rainier v. Masters, 79 Ore. 534, 154 Pac. 426 (1916) (damages for delay denied, the owner having taken no steps toward completion at the time of trial which was four years after the abandonment); Moses v. Antuono, 56 Fla. 499, 47 So. 926 (1908); Mason v. Consolidated Co., 99 Okla., 32, 225 Pac. 381 (1924). * * * Courts properly have refused to permit recovery for delay when the construction is never completed but it does not follow that the clauses should not be applied where the work ultimately is completed within a reasonable time. In the latter instance the exact amount of delay can be measured and the possibility of the contractor's *ad infinitum* liability is removed."

8

See provisions of contract, supra.

9

In Wells v. Davis, 91 Adv Sh 1851, 1853-54, 258 Or 93, 480 P2d 699 (1971), the Supreme Court said:

> "Findings of fact can assume any form the trial court desires as long as the court's intent to accord to its statements the character of findings of fact can be determined. In *State Highway Com. v. Brassfield*, 228 Or 145, 149, 363 P2d 1075 (1961), we stated that a letter from the trial court to counsel could constitute findings of fact if the trial court had indicated that was its intention."

10

Here defendants filed objections to the court's findings and moved to have the court adopt special findings of fact and conclusions of law submitted by them pursuant to ORS 17.431(3). DeLong's requested findings of fact alone are 194 in number and occupy 35 pages in the abstract. Travelers sought a dozen additional findings. All were denied.

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CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

December 7, 1970

AGENDA
JAN 7 1971
2C

Mr. Floyd Query
Secretary
Room 121
State Highway Building

Dear Mr. Query:

Please place the following item on the agenda at the January 5, 1971, Commission Meeting:

> Confirm employment of Alan Johansen to complete writing of appeal briefs in the case of State of Oregon v. DeLong. Estimated time for completion is approximately twelve to fifteen, 8-hour days at $35.00 per hour.
>
> NOTE: Mr. Johansen, before his resignation as an Assistant Attorney General, participated in the lower court trial of the case; conducted extensive research, and had completed 80% of the writing of the briefs on appeal.

Very truly yours,

LEE JOHNSON
Attorney General

L Lindas

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg

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FLOYD QUERY

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ASSISTANT ATTORNEYS GENERAL

C

August 5, 1970

Oregon State Highway Commission

Re: Appeal Status, State v. DeLong, et al.
Court of Appeals No. 59-323, Marion County (L-4904A)

Gentlemen:

To bring you up to date on the status of the above appeal, this is to inform you the appeal brief of the defendants was just recently received.

The briefs, in three volumes totalling 325 pages, list 17 assignment of errors. The Attorney General's capable appellate section, with whom we fully cooperate, will now have the task of evaluating and answering the points and authorities designated by DeLong and his surety.

Because of the length of the brief and some 110 citations of authorities to be reviewed, as well as submission of our own points and authorities, it is my opinion the Court will not be ready to hear oral arguments until well into 1971.

Should you desire further information respecting this matter, you need but call upon me.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg

cc - Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. Mr. Kim Whitman

D
G. W. HEAD

NOTED
FLOYD QUERY

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U-F-C-3-1 (4)
6124

May 27, 1970

Oregon State Highway Commission

Re: State v. DeLong, Supreme Court,
Marion County, No. 59-323 (L-4904X)

and

Maywood Park v. State, Supreme Court,
Multnomah County, No. 338-341 (L-5802A)

Gentlemen:

In Connection with the appeals of the above cases, the following developments have occurred:

1. The Court of Appeals has granted DeLong Corp. a further extension of time to June 20, 1970, in which to file its appeal brief.
2. Attorney Leo Levinson has petitioned the Court of Appeals for an extension of time to June 12, 1970, in which to file a petition for a re-hearing in the Maywood Park case.

With respect to the DeLong case, I'm sure the Court has long since been impressed with 9,000 plus pages of transcript of the trial and the 600 plus exhibits involved, and accordingly granted DeLong's counsel's request for a further extension of time in which to file their appeal brief.

Respecting the Maywood Park case, it appears counsel for the City is proceeding to lay a foundation for a request to the Supreme Court

NOTED
FORREST COOPER

to hear the matter in event the Court of Appeals denies its request for a re-hearing.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg

cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. Kim Whitman

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MAY 28 1970
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1969

SUBJECT: Raymond v. State
L-5668

To: MEMO TO FILE

The undersigned, Al Johansen and Richard Franzke met with Judge Sloper at 11:30 a.m., Thursday, October 30, relative to the above matter. At the present time, hearing on a State demurrer is pending.

The gist of the meeting was that Mr. Franzke, representing Raymond and Mr. Johansen and the undersigned for the State, felt that pending the appeal of the DeLong case, it would be inappropriate to bring this pending action to issue and trial.

One part of Raymond's claim is definitely tied into the final disposition of the DeLong case. Other portions of their claims, some 16 in number, are interrelated to the DeLong case to perhaps a lesser degree.

Mr. Franzke feels we should consult with our people, as he will with his, to see if some of the claims, at least, could be eliminated, and to that extent if possible limit the issues.

The Judge agreed to hold the case in abeyance for a six-month period, during which time we agreed we'd explore the possibility of reaching an area of agreement respecting some or as many of the claims as we can.

Lindas

L. I. LINDAS
Staff Attorney

LIL:gw

cc: G. E. Rohde
F. C. McKinney
Alan H. Johansen

NOTED
TOM EDWARDS

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STATE HIGHWAY ENGINEER

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BERNARD H. ROTTINGHAUS
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WILLIAM M. WACHTER
BROWNING CROW
CHARLES T. HENNIGAN

ASSOCIATE
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1903 - 1953
HENRY C. TAMMEN
1908 - 1961
FRANK E. BLEISTEIN
1946 - 1969

October 27, 1969

Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Re: State vs. DeLong
L-4904

Gentlemen:

We have received and wish to thank you for your check in the amount of $1,146.64 in payment of our Invoice No. 1-2200-11 for professional services for our Mr. C. Robert Swanson as an expert witness in connection with the reference lawsuit.

Very truly yours,

HOWARD, NEEDLES, TAMMEN & BERGENDOFF

K. T. Lincoln

K. T. Lincoln
Controller

KTL/blw

cc: Mr. E. B. Johnson

orig to Skoog
10-30-69

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OCT 30 1969
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STATE HIGHWAY ENGINEER

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1969

SUBJECT: State vs. DeLong
File L-4904

To: Mr. V. E. Skoog
Controller

BUILDING

R. L. PORTER

The attached invoice covering consultant fees, travel and subsistence for Mr. C. R. Swanson, of Howard, Needles, Tammen & Bergendoff, is approved for payment. Mr. Swanson's services were obtained in connection with the trial of the above-entitled case. He did not actually appear as a witness, however, we used his services as a consultant. The travel involved was from Mr. Swanson's then location in Delaware to Salem and return.

G. E. ROHDE
Chief Counsel

GER:ks
attachments

cc: R. L. Porter

RECEIVED
OCT 1[illegible] 1969
OFFICE OF
STATE HIGHWAY ENGINEER

HOWARD, NEEDLES, TAMMEN & BERGENDOFF | HNTB
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ERNEST E. HOWARD
1903 - 1953
HENRY C. TAMMEN
1908 - 1961
FRANK E. BLEISTEIN
1946 - 1969

October 8, 1969

REFERRED TO
Rohde
BY DEPUTY STATE HIGHWAY ENGINEER

Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Re: State vs. DeLong
L-4904

Gentlemen:

Enclosed are three copies of our Invoice No. 1-2200-11 for professional services for our Mr. C. Robert Swanson as an expert witness in the State's lawsuit in connection with the construction of the Columbia River Bridge at Astoria.

If any further information is necessary to expedite the processing of this invoice for payment, please contact this office.

Very truly yours,

HOWARD, NEEDLES, TAMMEN & BERGENDOFF

K. T. Lincoln

K. T. Lincoln
Controller

KTL:mb

Enclosures

cc: Mr. E. B. Johnson

orig to Rohde
to approve &
forward to Grady for
payment
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OFFICE OF
STATE HIGHWAY ENGINEER

ALEXANDRIA, VIRGINIA BOSTON CHARLESTON, WEST VIRGINIA CHICAGO CLEVELAND DALLAS DES MOINES
FAIRFIELD, NEW JERSEY HARRISBURG KANSAS CITY LAHORE, WEST PAKISTAN MIAMI MILWAUKEE MINNEAPOLIS
NEW YORK ORLANDO OVERLAND PARK, KANSAS PHILADELPHIA RICHMOND, VIRGINIA SEATTLE WASHINGTON

HOWARD, NEEDLES, TAMMEN & BERGENDOFF | HNTB
CONSULTING ENGINEERS

1805 GRAND AVENUE, KANSAS CITY, MISSOURI 64108
TELEPHONE: CODE 816, BALTIMORE 1-6900
CABLE: HOWARDNEED KANSASCITY

PARTNERS
JOSEF SORKIN
CARL L. ERB
H. C. LAMBERTON, JR.
JAMES F. FINN
PAUL L. HEINEMAN
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GERARD F. FOX
WILLIAM M. WACHTER
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1903 - 1953
HENRY C. TAMMEN
1906 - 1961
FRANK E. BLEISTEIN
1946 - 1969

October 8, 1969

OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon 97310

In Account With

HOWARD, NEEDLES, TAMMEN & BERGENDOFF
Consulting Engineers
Kansas City, Missouri

Invoice No. 1-2200-11

State vs. DeLong
L-4904

For professional services for our Mr. C. Robert Swanson as an expert witness in the State's lawsuit in connection with the construction of the Columbia Bridge at Astoria in accordance with our Letter of Proposal dated June 25, 1968 and approved July 18, 1968:

DIRECT PAYROLL

J. F. Pennington	2 Hours	$ 28.85	
R. E. Miller	6 Hours	61.50	
C. R. Swanson	20 Hours	625.00	
Total Direct Payroll			$ 715.35

EXPENSES

Travel & Subsistence for Mr. C. R. Swanson 7/6/69	$ 431.29	
Total Expenses		431.29
Amount Due This Invoice		$ 1,146.64

We certify that the above statement is just and correct and payment has not been received.

HOWARD, NEEDLES, TAMMEN & BERGENDOFF

By

ALEXANDRIA, VIRGINIA BOSTON CHARLESTON, WEST VIRGINIA CHICAGO CLEVELAND DALLAS DES MOINES
FAIRFIELD, NEW JERSEY HARRISBURG KANSAS CITY LAHORE, WEST PAKISTAN MIAMI MILWAUKEE MINNEAPOLIS
NEW YORK ORLANDO OVERLAND PARK, KANSAS PHILADELPHIA RICHMOND, VIRGINIA SEATTLE WASHINGTON

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11-F-1123-1
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1969

MEMO TO THE FILE SUBJECT:

To:

George Rohde and I met with Carlisle Roberts of the Tax Commission. The Tax Commission routinely watches the newspapers for reports on activities where there may be taxable payments to non-residents. Oregon has reciprocity with at least 40 other states, and in such cases, the State of residence allows local credits for income tax paid to other states.

They will check their records and write to those who have not reported the payments on Oregon Tax Returns. The letter will say that the Tax Commission became aware of the possibility of taxable payments and asked the Highway Department for the information.

Mr. Roberts also said the Tax Commission recognized that no State agency had procedures to accumulate records of this type of taxable payments to non-residents; and because of the infrequency of such payments, did not expect the agencies to do this routinely.

Mr. Rohde explained the nature of the services of some of the payees, particularly by Mr. Elliott, the California Highway's engineer.

Mr. Rohde also agreed to give the Tax Commission the names of some of the witnesses, consultants, and others who were used by DeLong Corporation. The Tax Commission will investigate to see if taxable payments to non-residents may have been made to any of these.

D B Taylor

D. B. Taylor
Assistant Controller

NOTED
R. L. PORTER

DBT:bg

cc: Forrest Cooper
George Rohde

NOTED
COOPER

RECEIVED
JUL 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

1859

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

July 7, 1969

Mr. Carlisle B. Roberts
Chief Counsel
State Tax Commission
State Office Building
Salem, Oregon 97310

Dear Mr. Roberts:

Attached is Oregon Information Returns transmitting 11 Forms 99 reporting amounts paid for various special services in connection with the Astoria Bridge litigation. Considerable search through records of both our Accounting and Legal Divisions has been necessary to produce this information.

Payments were made to five non-residents. Three of these -- Gerwick, Trexel, and Cathey -- are professional consulting engineers. Mr. Elliott is an expert registered engineer who provided invaluable service while on leave from his regular position with the California Division of Highways. As you know, Mr. Lindas was a resident of Nevada during the period he was assisting in the prosecution of the case, but has since returned to Oregon and is again employed by the Highway Department.

Payments were made to four Oregon firms or individuals for professional services and to two individuals -- Mr. Paxson and Mr. Stephenson -- for consultant and expert witness fees.

Mr. Bert B. Rand represented the DeLong Corporation and received no payment from the Highway Department.

We are sorry that the reporting of these payments was overlooked. This type of payment occurs so infrequently that no routine procedures are provided to accumulate the data.

Very truly yours,

ORIGINAL SIGNED BY
V. E. SKOOG

V. E. Skoog
Controller

FORREST COOPER

VES:DBT:bg
Attachments

cc: C. H. Mack
bc: Forrest Cooper
G. E. Rohde

PLEASE RETURN TO
FORREST COOPER

1859

TAX COMMISSION

LAW SECTION

STATE OFFICE BUILDING • SALEM, OREGON • 97310 • Phone 364-2171 Ext. 1686

TOM McCALL
GOVERNOR

COMMISSIONERS
C. H. MACK, Chairman
F. H. W. HOEFKE, Member
P. F. LINIGER, Secretary

June 6, 1969

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

5X009

Re: Information Returns
(LS 7414)

Dear Mr. Cooper:

The Tax Commissioners have been advised that substantial witness fees were paid by the Highway Commission to nonresidents of Oregon in connection with the Astoria bridge litigation in amounts which justify inquiry as to the liability for Oregon personal income taxation. The only names that have been mentioned to us are those of Leonard Lindas and Bert B. Rand, but there may be others.

Your attention is called to ORS 314.360 which provides that officers and employes of the state, ". . . having the control, custody, disposal or payment of. . . salaries, fees, wages, . . . or other fixed or determinable annual or periodical gains, profits and income, . . . shall make return thereof, under oath, to the commission, under such regulations and in such form and manner and to such extent as it may prescribe."

One of the auditors of the State Tax Commission, Mr. Norman Olson, has made some inquiry of your department in this respect but apparently has not been able to make contact with the right officer. Accordingly, the Law Section has been asked to draft this request on behalf of the Commission. I am enclosing some information returns for your convenience. Please call me if there are any questions.

RECEIVED
JUN 9 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Respectfully yours,
Carlisle B Roberts
Carlisle B. Roberts
Chief Counsel, State Tax Commission

CBR:vf
Encls.
cc: Mr. George E. Rohde, Chief Counsel
Commissioner C. H. Mack

Oregon State Tax Commission
Revenue Division
Salem, Oregon 97310

Use this form and Form 99 for reporting interest, dividends, rents, and other payments not subject to state withholding tax.

OREGON INFORMATION RETURNS
for Calendar Year 1968

INSTRUCTIONS AND DECLARATION

Use Forms 96W and 99W for reporting wages, salaries, commissions, and other remuneration for personal services which are subject to state withholding tax.

Name and Address of Payer: Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

This return (Form 96), accompanied by separate returns of information (Forms 99), must be filed with the State Tax Commission, Salem, Oregon 97310 on or before February 15, 1969.

Before preparing the forms, please read the instructions on both sides of this sheet.

A separate return of information (Form 99) must be filed for each payee to whom a payment required to be reported was made during 1968. Combine and show on one Form 99 all the information required to be reported with respect to each payee.

Even though no Forms 99 are required to be filed, **this Form 96 should be completed and returned to the Commission.**

It is suggested that the payer duplicate and furnish copies of Forms 99 to each payee, respectively, for his convenience in filing income tax returns. Additional blank Forms 99 will be provided upon request.

PAYER'S SIGNATURE (UNDER PENALTY)

[If the payer is an individual, the return must be signed by the individual or his authorized agent. If the payer is a partnership, the return must be signed by a member of the partnership. If the payer is a corporation, the return must be signed by an authorized officer of the corporation. In each instance, the declaration must be made under penalties for false swearing.]

I declare under the penalties for false swearing that, to the best of my knowledge and belief, the attached reports on Forms 99 constitute true and complete returns of the payments required to be reported for the calendar year 1968 by the person, firm, corporation, or governmental agency named above.

Number of Forms 99 filed herewith 11

ORIGINAL SIGNED BY
V. E. SKOOG
(Signature)

Controller
(Title)

July 3, 1969
(Date)

(OVER)

Form 96

Instructions for Preparing Your Oregon Information Return for Calendar Year 1968

Who must File: Every person, corporation, or other legal entity of any form, residing in or doing business in Oregon, is required to file this Form 96 and Forms 99 (individual information returns or approved substitute copies) if payments to others have been made as indicated in the following paragraphs. Those required to file also include partnerships, fiduciaries, trusts, churches, hospitals, clubs, and governmental agencies.

Forms to be used: Either the Oregon information return Form 99 (1968) or the federal Form 1099 (1968) may be used for this report and you need no special permission to use the federal 1099. However, copies of specially designed 1099's or 99's or illegible copies of either may be returned to you for clarification if they are not compatible with our procedures for verifying the income to be reported by the payee.

Payee information required:

Taxpayer identifying number is either the social security number or the federal employer identifying number.

Check one: ( ) Ind ( ) Ptn ( ) Fid ( ) Corp

Example:

(x) Ind Social Security Number Name and Address

In case of a Trust, indicate the name and social security number or employer identifying number which will appear on the return reporting this indicated income.

What Payments to Report: Report all salaries, fees, wages, commissions, bonuses and other compensation for services where Oregon income tax has not been withheld; also, rents, royalties, dividends, annuities, interest or payments to contractors, payments for stumpage, or any other income payments not subject to state withholding tax. (Note exceptions below.)

1. Payments to nonresident individuals. Report only such salaries, wages or other compensation as are paid for services performed in or allocable to Oregon; also rents and royalties from real or personal property located in Oregon, sales of Oregon stumpage, and income from a business operated in Oregon or from property situated in Oregon.

2. Reports are **Not Required** on Form 99 for the following:
   - (a) Partnership distributions paid to the partners (but such payments should be reported on partnership Form 65).
   - (b) Distributions **taxable** to beneficiaries of an estate or trust (but such distributions should be reported on fiduciary Form 41).
   - (c) Salaries, wages, and other compensation for services where Oregon **tax has been withheld** (but such payments should be reported on Forms 96W, 99W, and 96R).

3. Reports will not be required on Form 99 to report income from the following sources if **less** than the amounts specified:
   - (a) Salaries, wages, and other compensation not subject to withholding paid during the year, totaling **less** than $600.
   - (b) Rents and royalties, totaling **less** than $600.
   - (c) Annuities. (Report annuity income only after cost has been fully recovered.)
   - (d) Interest, if **less** than $10.
   - (e) Dividends, if **less** than $10.
   - (f) Amounts paid to independent contractors totaling **less** than $600.
   - (g) Stumpage purchases totaling **less** than $2500.

Period Covered by Reports: Returns of information (Form 99) should report payments made during the calendar year 1968, even though the books of the payer, or the payee, are kept on the basis of a fiscal year other than a calendar year. Report the amount actually paid during the calendar year. Salaries for the month of December 1967 paid in 1968 should be reported for 1968.

Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$1,470.15			

Amount paid includes reimbursement for $220.15 out-of-pocket expense.

Taxpayer identifying number:
☐ IND ☐ PTN ☐ CORP ☐ FID

Ben C. Gerwick, Sr.
755 Sansome Street
San Francisco, California 94111

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

SP-F4

Form 99

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$21,603.00			

Taxpayer identifying number:
☐ IND ☐ PTN ☐ CORP ☐ FID

Frank C. Perin
302 Marion County Courthouse
Salem, Oregon 97301

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

SP-F

Form 99

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$1,581.91			

Amount paid includes reimbursement for $441.15 out-of-pocket expense.

Taxpayer identifying number:
☒ IND ☐ PTN ☐ CORP ☐ FID

A. L. Elliot
c/o California Division of Highways
P. O. Box 1499
Sacramento, California 95807

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No. Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

SP-F

Form 99

Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$36,003.60*			

*Amount paid includes reimbursement for $678.60 out-of-pocket expense.

Taxpayer identifying number:

☒ IND ☐ PTN ☐ CORP ☐ FID

543-38-2703
Leonard I. Lindas
Former: 1312 Como St., Carson City, Nev.
1475 Evergreen
Salem, Oregon 97303

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

Form 99 SP*F4

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$5,190.00			

Taxpayer identifying number:

☒ IND ☐ PTN ☐ CORP ☐ FID

542-38-8779
Glenn S. Paxson
3494 12th Street S. E.
Salem, Oregon 97302

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

Form 99 SP*F4

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$5,160.00			

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

542-38-8754
Philip M. Stephenson
789 Greenwood Drive N. E.
Salem, Oregon 97303

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

Form 99 SP*F

Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$1,914.00			

Amount paid includes reimbursement for $114.00 out-of-pocket expense, and $1,400.00 for service performed while in California.

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

Carl A. Trexel
40 Winston Drive
San Francisco, California 94132

TO WHOM PAID (See Form 96 for specific instructions)

Form 99

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

5P*F4

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$893.09			

Amount paid includes reimbursement for $16.39 out-of-pocket expense.

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

Dames & Moore
1220 S. W. Morrison St.
Portland, Oregon

TO WHOM PAID (See Form 96 for specific instructions)

Form 99

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

5P*F4

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$30,000.00			

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

Rhoten, Rhoten & Speerstra
Pioneer Trust Building
Salem, Oregon 97301

TO WHOM PAID (See Form 96 for specific instructions)

Form 99

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

5P*F

Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$11,417.99			

Amount paid includes reimbursement for $2,917.99 out-of-pocket expense.

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

Walter M. Cathey
4441 H. Street
Sacramento, California 95819

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

Form 99

SP*F4

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)
		$1,150.00			

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

Peter C. Klingeman
3225 Elmwood Way
Corvallis, Oregon 97330

TO WHOM PAID (See Form 96 for specific instructions)

Ident. No.: Fed.-936001765W
State-552322

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

BY WHOM PAID (Name, address and identifying number)

Form 99

SP*F4

Oregon
Form 99

Oregon Information Return for Calendar Year 1968

(See instructions on Form 96)

Payee: File an income tax return, reporting all income received during the tax year, with the State Tax Commission, Salem, Oregon 97310, unless total income is below minimum for which a return is required by law.

1. Dividends	2. Interest	3. Compensation not subject to Ore. withholding tax	4. Rents and royalties	5. Annuities	6. Other income (Specify)

Taxpayer identifying number:

☐ IND ☐ PTN ☐ CORP ☐ FID

TO WHOM PAID (See Form 96 for specific instructions)

BY WHOM PAID (Name, address and identifying number)

Form 99

SP*F

Received 1:45 PM May 15, 1969 C
F. Query

STATE OF OREGON,
County of Marion, } ss.

5-22-69

CIVIL SUBPOENA DUCES TECUM

IN THE NAME OF THE STATE OF OREGON

TO FORREST COOPER, State Highway Dept., Salem, Oregon
~~FLOYD QUERY, State Highway Dept., Salem, Oregon~~
G. E. ROHDE, Chief Counsel, State Highway Dept., Salem, Oregon

You hereby are commanded to appear in the Circuit Court of the State of Oregon, for the County of Marion, at the County Courthouse in Salem/ before the Hon. George A. Jones in said Marion County, on the 22d day of May, 1969, at 9:30 o'clock A. M., to give evidence in a cause wherein State of Oregon, by and through its State Highway Commission is Plaintiff, and DeLong Corporation and Travelers Indemnity Company are Defendants, on the part of the Defendants and to bring with you those items listed in Exhibit "A" hereto attached and by reference made a part hereof.

WITNESS my hand and the seal of said Court affixed, at Salem, Oregon, on this

(SEAL OF SAID COURT) 7th day of May, 1969.

T. HAROLD TOMLINSON, County Clerk

By Maxine Eaton, Deputy.

STATE OF OREGON,
County of .... } ss.

I hereby certify that I served the foregoing Subpoena on the .... day of .... 19......,

within said state and county, on the above-named ....

....

....

by then and there delivering a true copy thereof, prepared and certified such to be by ....

...., to each of said persons, personally and in person, and, at the same time, giving (offering) to him the fees to which he is entitled by law for travel to and from said place designated and one day's attendance thereat.

....

Sheriff of .... County, Oregon

By ...., Deputy

(See ORS 44.140)

A TRUE COPY.

Geo W Mead
Attorney for Defendant
DeLong Corporation

5-15
[illegible]
[illegible]
[illegible]

5-21
Les Hampton said he had talked to Geo. Mead & I am not required to appear
F.Q.

EXHIBIT "A"

1. Any and all contracts, agreements, correspondence, memoranda or other documents pertaining to the employment by the Oregon State Highway Commission and/or Oregon State Highway Department of George W. Rohde, Leslie B. Hampton, Alan Johansen, George A. Rhoten and Leonard I. Lindas.

2. Any and all records and documents pertaining to the employment of George W. Rohde, Leslie B. Hampton, Alan Johansen, George A. Rhoten and Leonard I. Lindas for the years 1965 to and including the date of this subpoena, including but not limited to the following: payroll records and vouchers, ledgers or other accounting records reflecting any and all amounts paid to each of the foregoing named individuals by reason of their employment by the Oregon State Highway Commission and/or the Oregon State Highway Department during the years 1965 to and including the date of this subpoena.

3. Any and all time records maintained by or for George W. Rohde, Leslie B. Hampton, Alan Johansen, George A. Rhoten and Leonard I. Lindas in connection with their employment by the Oregon State Highway Commission and/or the Oregon State Highway Department, during the years 1965 to and including the date of this subpoena.

4. Copies of any and all reports, including biennial reports, required by law to be filed by the Oregon State Highway Commission and/or the Oregon State Highway Department reflecting all amounts paid by either or both to George A. Rhoten and/or Leonard I. Lindas commencing in 1965 to the date of this subpoena.

RECEIVED
APR 28 1969
FOR FILING

11.F 003.1(14)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

STATE OF OREGON, by and through
its State Highway Commission,

Plaintiff,

vs.

DeLONG CORPORATION and TRAVELERS
INDEMNITY COMPANY,

Defendants.

Case No. 50-323

DECLARATORY JUDGMENT

This cause coming on for trial before the undersigned Judge of this Court, sitting without a jury, upon the 18th day of March, 1968, and continuing, with intermittent recesses, to and including the 30th day of September, 1968, plaintiff appearing by George A. Rhoten, George E. Rohde, Leslie B. Hampton, Alan H. Johansen and Leonard I. Lindas of its attorneys, and defendant DeLong Corporation appearing by George W. Mead, Bert R. Rand and Norman Bayles of its attorneys, and defendant Travelers Indemnity Company appearing by Lamar Tooze, Sr. and Arden E. Shenker of its attorneys; and

The parties through their respective attorneys having offered evidence, submitted briefs and made their respective arguments; and

The Court having taken the matter under advisement and being fully advised in the premises and the Court having set forth its Findings of Fact and Conclusions of Law in its letter opinion dated January 31, 1969.

NOW, THEREFORE, IT IS HEREBY ORDERED, DECLARED AND ADJUDGED as follows:

1. The Court's letter opinion dated January 31, 1969 shall be and hereby is confirmed and adopted as the Court's Findings of Fact and Conclusions of Law herein;

2. The plaintiff's damages incurred in completing the work after termination of the contract, are hereby found and declared to be in the amount of $2,464,810.77; of this sum, defendants are entitled to a credit in the amount of $744,946.58, heretofore retained by plaintiff from contract payments accruing to Defendant DeLong;

3. Plaintiff shall be and hereby is granted judgment against the defendants and each of them in the amount of $1,719,864.19, bearing interest at the

rate of 6% per annum on the respective portions thereof from the respective dates set forth below:

AMOUNT	Bearing Interest From:
$ 278,554.38	June 22, 1965
602,720.42	July 19, 1965
242,647.01	Aug. 27, 1965
21,062.83	Oct. 26, 1965
19,719.74	Nov. 18, 1965
69,412.50	Nov. 24, 1965
9,356.05	Dec. 16, 1965
8,283.31	Feb. 7, 1966
3,691.50	Feb. 15, 1966
6,346.20	Mar. 14, 1966
3,266.00	Apr. 14, 1966
117,114.86	Aug. 29, 1966
7,807.76	Sept.14, 1966
4,151.23	Sept.16, 1966
78,615.55	Oct. 22, 1966
73,172.59	Nov. 22, 1966
9,720.54	Dec. 22, 1966
2,800.37	Feb. 15, 1967
156,534.88	Mar. 16, 1967
4,886.47	Apr. 5, 1967
1,719,864.19	

approx amt of interest to apr 1 '69 - 300,000

4. Plaintiff shall be and hereby is granted judgment against the defendants and each of them in the further sum of $952,000.00, without interest prior to judgment;

5. Upon termination of the contract between plaintiff and defendant DeLong Corporation, effective April 13, 1964, plaintiff was entitled to take possession of certain materials and equipment of said defendant, which were used by subsequent contractors in completing the substructures which were the subject of the contract between plaintiff and defendant DeLong Corporation, and in computing the damages assessed herein, said defendant DeLong Corporation has been given credit for the value thereof;

6. As between plaintiff and defendants, any and all delay to United States Steel Corporation, the contractor for the steel superstructure erected upon the substructures which were the subject of the contract between plaintiff and defendant DeLong Corporation, which occurred from and after April 13, 1964, was caused by the fault of defendant DeLong Corporation;

7. Plaintiff shall be and hereby is granted judgment in its favor and against defendant DeLong Corporation upon the counterclaims of said defendant and each of said counterclaims;

8. Plaintiff shall be and hereby is granted judgment against defendant Travelers Indemnity Company for a reasonable attorneys fee in an amount to be set by subsequent order;

9. Plaintiff shall be and hereby is granted judgment against the defendants and each of them for its costs and disbursements in the amount of $________________, as set forth in its Statement of Costs and Disbursements.

Dated this _____ day of __________________, 1969.

____
Circuit Judge

RECEIVED
APR 25 1969
FOR FILING

U-F-603-1(14)

6124

ASTORIA BRIDGE
Bridge #7949

Traffic over Bridge 7/29/66

Contract No.			Construction Cost	Use
6124 Piers	4-1803 (DeLong) RWE Estimate of work completed	11/5/62 - 4/13/64	$ 4,724,406.56	---
		Liquidated Damages	- 330,000	
	RWE projected total cost had DeLong completed		$ 7,614,422.99	$ 7,614,423
6467 Piers	4-1806 (Raymond) Final Estimate	7/30/64 - 12/5/65	$ 5,339,929.32	---
		Liquidated Damages	- 32,000	
6268 Super-structure	4-1805 (U.S. Steel Corp.) Final Estimate	12/16/63 - 11/9/66	$10,203,343.11	$10,203,343
6246 Viaduct	4-1804 (P-G) Final Estimate	8/2/63 - 9/15/65	$ 3,885,838.43	$ 3,885,838
		Liquidated Damages	- 10,000	
6499 Oregon Approach	4-1099 (Pacific Conc.) Final Estimate	11/10/64 - 5/27/66	$ 1,212,493.89	
6527 Riprap	4-1807 (Umpqua R. Navigation Co.) Final Estimate	1/18/65 - 2/27/67	$ 906,587.25	
				$21,703,604

Oregon State Hwy. Dept. Price Index 1966 - 352
1969 - 376
Difference 24 = 7% $ 1,519,252

1969 Replacement Value $23,222,856

RECEIVED
FEB 17 1969

FORM 2-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

U-F-[illegible]
6124

Salem, Oregon
February 6, 1969

SUBJECT: Cost of DeLong Trial

To:

Mr. Forrest Cooper
State Highway Engineer

BUILDING

The attached statement represents the total recorded costs charged to engineering on the Astoria Bridge which are readily identifiable as true trial costs in the DeLong case.

These costs do not include the final bill from George Rhoten which will no doubt be in excess of $25,000. They also do not include labor costs for our legal and technical personnel involved in the trial proceedings which were charged against their respective administrative accounts and could possibly total another $50,000.

C.H. Maison

C. H. Maison
Controller

CHM:bg
Attachment

cc: R. L. Porter
George Rohde

NOTED
FORREST COOPER

RECEIVED
FEB 6 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Summary Statement of Cost of the DeLong Trial for the Period June 1967 through December 31, 1968

	Cost of Constructing Model Bridge	Legal Fees	Professional Witness Fees	Recorder Fees and Misc. Costs
State Forces	$ 10,732.40			
Rhoten, Rhoten & Speerstra		$60,000.00		
L. I. Lindas		36,003.60		
Glenn S. Paxson			$ 5,190.00	
P. M. Stephenson			5,160.00	
Walter M. Cathy			11,417.99	
A. L. Elliot			1,581.91	
Carl A. Trexel			1,914.00	
Norman C. Raab			501.65	
Ben C. Gerwick, Jr.			422.22	
Ben C. Gerwick, Sr.			1,470.15	
Peter C. Klingeman			1,150.00	
Dames & Moore			893.09	
Frank C. Perin				$22,152.00
Miscellaneous				2,263.16
	$ 10,732.40	$96,003.60	$29,701.01	$24,415.16

TOTAL COST $160,852.17

RECEIVED
AUG 5 - 1970

FOR FILING
IN CHAMBERS
GEORGE A. JONES, Judge

CIRCUIT COURT OF THE STATE OF OREGON
THIRD JUDICIAL DISTRICT - MARION COUNTY
SALEM, OREGON

January 31, 1969

G. E. Rohde
Chief Counsel
Oregon State Highway Dept.
State of Oregon
Salem, Oregon

George A. Rhoten
Attorney at Law
310 Pioneer Trust Building
Salem, Oregon

Bert B. Rand
Attorney at Law
Suite 308, Riddell Bldg.
1730 K. Street N.W.
Washington, D.C.

George W. Mead
Attorney at Law
1211 Public Service Building
Portland, Oregon

Lamar Tooze
Attorney at Law
801 Standard Plaza
Portland, Oregon

Re: State of Oregon -v- DeLong Corporation
and Travelers Indemnity Company, #59323

Gentlemen:

This matter came on for trial before the Court, without a jury, testimony was taken, exhibits offered and received, and the matter having been under advisement, the Court hereby makes the following findings:

Plaintiff and Defendant, DeLong, entered into a written contract for the construction of the substructure of a bridge crossing the Columbia River at Astoria, Oregon; Defendant Travelers Indemnity Company is the surety as required by said contract.

The Columbia River is one of the nations large rivers and the bridge was to be constructed across its estuary. The building of the substructure was subject to the problems of transversing several miles underwater, in a swift current, and complicated further by the ebb and flow of the tide. This project required vision and vigor on the part of all participants.

In April, 1964, Plaintiff terminated Defendant's contract basically for the failure of Defendant to remove and replace the bad concrete seal at Pier 169 and to prosecute with vigor the balance of the work at hand, the Court hereby finds that said cancellation was valid and proper.

The Plaintiff re-advertised and re-let the contract and the substructure work was subsequently completed by another contractor, to the Plaintiff's damage in the amount of $2,464,810.77, in the principal amount. This to draw interest from the respective dates expended by the Plaintiff, as per Exhibit "E" attached to the Fifth Ammended Complaint.

Defendant contends that plans and specifications, particularly regarding sub surface information, were false and fraudlent and that they were wrongfully induced to enter into the contract because of said fraudlent misrepresentation. The Court rejects Defendant's claim in this regard, in that Defendant's employees had all the sub surface information that was available to the Plaintiff a considerable amount of time prior to beginning the work, further the Court finds that said sub surface information furnished on the plans was a reasonable representation of the difficulties expected to be encountered beneath the surface as construction progressed.

Further, it appears to the Court that the extensive testimony and much ado made, regarding sub surface conditions was a makeweight argument by the Defendant in this case in order to divert attention from the real problem that led to the termination of the contract; that is, the final responsibility for the pouring of the bad concrete seals at Pier 169, particularly in light of the fact that all the piling necessary for the completion of this project had been driven with no more difficulty, than should have been anticipated while driving piling in the estuary of this great river.

The Court is aware of the death of Defendant's Superintendent Bauer but Defendant had potential witnesses under his control, for instance Colonel DeLong, that did not appear during the trial. This in face of the general rule that if weaker and less satisfactory evidence is offered when it appears that stronger and more satisfactory evidence was within the power of the party to produce, the evidence offered should be viewed with caution.

Defendant makes much of the scour problem which occurred at Pier 169 and the subsequent events relating thereto, although the protection of the cofferdams at Pier 169, under the contract, was basically the responsibility of the Defendant. Plaintiff, for reasons of its own, undertook to abate this scour condition and did stabilize the bottom of the river by use of fascines and large quantities of rock. This necessitated the re-driving of a cofferdam and adjustment of the lower level of the concrete seals before pouring could commence. Defendant attempted to relate the scour condition to the ultimate failure of the concrete poured into the two cofferdams constructed at Pier 169, this concrete was to be the seals atop the piling driven at this site, which in turn formed the base for one of the main piers supporting the span across the main river channel.

The Court rejects the Defendant's theory and accepts the testimony of Plaintiff's experts, relating to the cause of the poor concrete at Pier 169, the basic causes being a slow rate of pour, the failure to use more than one tremie pipe during the period of the pours, and the failure to maintain a tremie pipe in such condition as to exclude excess water during the time of the pour. These factors allowed the concrete to segregate and bulk, which in turn accounted for the underruns experienced at Pier 169. The pouring of a good seal, of course, was the Defendant's responsibility under the contract, and once it was discovered that the seals were bad, it was the Defendant's responsibility to remove and replace said concrete with an acceptable work product.

This the Defendant failed and refused to do, and this was adequate grounds for Plaintiff to cancel the Defendant's contract, and acting in the public interest, to proceed with another contractor, for the completion of the substructure work.

Claims had been made for liquidated damages and for damages by the parties up to the time of the cancellation of the contract. The Court hereby finds that there was offsetting, valid delays, occasioned by both parties up until the termination time.

Defendant contends that information received regarding Pier 5, was erroneous, this assertion the Court rejects. The Defendant further contends it sustained additional costs at Pier 6 but this claim fails for lack of proof on the part of Defendant.

The Court further finds that the defenses raised by Defendant Travelers ie, it's election to rescind, is without merit and, further, it's defense of lack of a contract between the Plaintiff and Defendant is hereby rejected. Further, that changes in extra work performed, were within the contemplation of the parties at the time the contract was entered into and therefore, falls within the purview of the Defendant Travelers bond.

The Court further finds that Defendant Travelers had valid notice of said contract cancellation, and that the Commission meeting and ratification at the time of cancellation was valid in all respects.

The Court rejects Plaintiff's claim for damages in reference to the continued operation of the ferry; the failure to receive a proportionate share of loss-money from the State of Washington, and the loss of revenue from the operation of the bridge, in that these items were not reasonably contemplated by the parties at the time the contract was formed.

However, the Plaintiff is entitled to an additional amount other than stated above, in the form of liquidated damages, occasioned by the delay caused by the Defendant, for a period of 476 days at $2,000.00 per day, or the amount of $952,000.00.

Plaintiff notified the Defendant that they elected to take possession of certain materials and equipment on the job site at the time of the termination. This, Plaintiff had a right to do, under the terms of the contract, in order for the Plaintiff to turn over said materials and equipment to a subsequent contractor, and in computing the damages above Defendant was given credit for value of said materials and equipment.

It is evident from the foregoing that any delay from the date of cancellation caused to the United States Steel Corporation, the successful bidder for the superstructure, is the fault of the Defendant and the Court so declares.

The Court further finds that Plaintiff is entitled to Attorney fees in reference to above entitled cause and suggests that the respective attorneys and the Court set a date for hearing on this matter.

Plaintiff's attorneys will prepare a form of decree for the Court's signature.

Yours very truly,

George A. Jones

George A. Jones
Circuit Judge

GAJ/djn

U-F-003-1(14)
619.4

TOM McCALL
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

October 18, 1968

The Honorable Paul Laxalt
Governor of Nevada
State Capitol
Carson City, Nevada 89701

Dear Paul:

It was most kind of you and the other members of the Highway Board to lend Leonard I. Lindas to the State of Oregon for the trial of the law suit involving the Astoria bridge. The trial lasted much longer than any of us anticipated and we realize that Leonard's absence from Nevada placed a great burden upon all of you. He rendered vital assistance to our State Highway Commission in the trial of that case. We deeply appreciate his assistance and your generosity in making him available.

I commend you and the other responsible officials of the State of Nevada for this splendid example of interstate cooperation.

Sincerely,

Governor

TM:bp

Copy to Lindas
10-22-68

NOTED
R L PORTER

RECEIVED
OCT 21 1968
OFFICE OF
STATE HIGHWAY ENGINEER

C

RECEIVED
OCT 16 1968

DIRECTORS:
PAUL LAXALT, GOVERNOR, CHAIRMAN
HARVEY DICKERSON, ATTORNEY GENERAL
WILSON McGOWAN, STATE CONTROLLER

STATE OF NEVADA
DEPARTMENT OF HIGHWAYS
CARSON CITY, NEVADA 89701

October 11, 1968

11-F-003-1[illegible]

ADDRESS ALL COMMUNICATIONS TO
JOHN E. BAWDEN
STATE HIGHWAY ENGINEER

4134

IN REPLY REFER TO SUBJECT

Glen Jackson, Chairman
Oregon State Highway Commission
Oregon State Highway Department
Salem, Oregon 97310

Dear Glen:

Just a line to thank you for authorizing my participation in the DeLong trial. I only hope my contribution was of assistance in what we all hope to be a result in a favorable decision.

All of the attorneys worked long and hard, and in particular George Rhoten, whom I feel did an admiral job. He is a fine man, an excellent trial attorney, and it was a pleasant experience to have had an opportunity to work with him.

Members of your own legal staff worked exceptionally hard. Win, lose or draw, they are entitled to a lot of credit. If we win, and I believe we should, no little credit will be due to the fine conduct and the excellent witness Robert Ellison, the State's Project Engineer, made. He was on the witness stand some 30 court days, 21 of which was on cross examination. One of DeLong's attorneys, Bert Rand of Washington, D. C., pulled every trick in the book in trying to break him down, without success. He is certainly entitled to the plaudits of all.

Thanks again for your confidence in allowing me to help.

Kindest personal regards,

Leonard

Leonard I. Lindas, Administrator
Legal, Right of Way and Utilities

LIL:km

Copies to:
R. L. Porter
Tom Edwards
Lloyd P. Shaw
F. B. Klaboe
Victor D. Wolfe
George Rohde
Ivan Merchant
Robert Ellison
10-15-68 FC

RECEIVED
OCT 14 [illegible]
OFFICE OF
STATE [illegible]

L-4904 State v. DeLong Corporation

August 19, 1968

Mr. A. L. Elliott
Bridge Engineer
Department of Public Works
Division of Highways
P. O. Box 1499
Sacramento, California 95807

Dear Art:

Enclosed is a copy of the hypothetical question you will be asked following the asking of general questions concerning your background, experience and matters involving proper way to pour tremie concrete, etc. There will also be questions propounded pertaining to pile driving, etc., an outline of which will also be sent you.

After you've had a chance to review the enclosed proposed hypothetical question, I'd appreciate your comments and any suggestions you might have concerning the same.

We're hopeful you can be here at least a day before we have to put you on the witness stand to review the transcript of their project engineer's opinion that intrusion of river sand caused the bulking or underrun.

The large summary of sub-surface exploration (7949f), the original copy of which is in evidence and not the revised or second drawing, was admitted being received by DeLong's project engineer sometime prior to November 2, 1962, and 2 or 3 months before they commenced pile driving activities in 1963. In other words the conditions they are now complaining of were known to them, or should have been known to them, prior to their alleged pile driving difficulties, even though admittedly subsequent to the contract award.

We'll keep in touch, but it now looks like it will be sometime after the 1st of September before you will be needed. We greatly appreciate your assistance which we feel will be of inestimable value to the Court in its determination of the matter.

Warmest personal regards,

Leonard I. Lindas

LIL:jc
encl.

cc: G. E. Rohde

RECEIVED
AUG 1 - 1968

FOR FIL

U-F-003-1(4)
6124

BANKERS TRUST COMPANY
415 MADISON AVENUE, NEW YORK, N. Y. 10017

DOUGLAS B. WILSON, ASSISTANT VICE PRESIDENT
TELEPHONE 692-7276

July 26, 1968

Mr. Floyd Query
Secretary
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Query:

This is in response to your letter of July 17, 1968 concerning De Long Corporation. As indicated in the enclosed copy of my letter of July 1, 1968 to De Long Corporation, we have released any and all rights to payments on contract number 6124.

Very truly yours,

Douglas B. Wilson

DW;eg

7-29
Copy to Alan Johansen

NOTED
FLOYD QUERY

NOTED ON CARD

RECEIVED
JUL 29 1968
OREGON
STATE HIGHWAY COMMISSION

BANKERS TRUST COMPANY
NEW YORK

COPY OF OUR LETTER

July 1, 1963

De Long Corporation
29 Broadway
New York, New York

Gentlemen:

This is in reference to a certain Assignment of Contract Payments ("Assignment") dated August 9, 1962 pursuant to which you assigned to us all moneys and claims for moneys due or to become due from the State of Oregon, by and through its State Highway Commission, under or arising out of a certain contract awarded June 29, 1962, between you and the State Highway Department, State of Oregon, known as Contract No. 6124 ("Contract").

This is to advise you that we hereby release any and all rights that we have in or to the Contract that were assigned to us pursuant to the Assignment.

Very truly yours,

Douglas B. Wilson

Douglas B. Wilson
Assistant Vice President

DW/eg

cc: Mr. William F. Smith
Clyde Mitchell, Esquire

COPY OF OUR LETTER

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

FRED W. HILL, MEMBER
PENDLETON

THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
AUG 5 - 1970
FOR FILING

U-F-003-1(14)
6124

July 18, 1968

NOTED
R. L. PORTER

Mr. F. E. Bleistein
Howard, Needles, Tammen & Bergendoff
Consulting Engineers
1326 Fifth Avenue
Seattle, Washington 98101

Re: State vs. DeLong
L-4904

Dear Mr. Bleistein:

I am returning herewith your letter of June 25, 1968, appropriately signed denoting our agreement to pay for Mr. Robert C. Swanson's services as an expert witness in the above case in accordance with the terms of your letter.

We have had a very informative conference with Mr. Swanson upon the occasion of his recent trip to Salem. He is certainly well founded by training and experience in foundation construction and his expertise in this field will certainly be very enlightening to the Court and, I am sure, useful to the State.

We are in communication directly with Mr. Swanson on the various matters for study and as to time for appearance. I assume we are to continue in this manner. Your billings for services and expenses should be forwarded directly to the undersigned.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
Enclosure

cc - Mr. R. L. Porter

RECEIVED
JUL 19 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 1 - 1968

FOR FILING

U-F-C03-1(-4)

6124

July 17, 1968

Mr. Douglas B. Wilson
Assistant Vice President
Bankers Trust Company
415 Madison Avenue
New York, New York 10017

Dear Mr. Wilson:

On January 31, 1963, a letter was received from your company requesting that all payments on Contract No. 6124 awarded to DeLong for construction of piers on the Astoria Bridge be forwarded to your company at 280 Park Avenue, New York 17, New York.

We do not have in our records any release of this assignment by your company. It is our understanding that the assignment has been released and we would appreciate written confirmation.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

cc: Mr. Alan Johansen

RECEIVED
AUG 5 - 1970
FOR FILING

U-F-L03-11 -1)
6124

Raymond International v State

Total $940,412.30
(Includes $333,158.45 for equipment turned over by DeLong to Raymond - which was on job when DeLong terminated)

United States Steel Corp v. State

Total $1,049,304.25 w/interest and cost.

~~Other~~
State v. DeLong Corp

DeLong counter claim.
In alternative
4,591,125 w/int April 2, 64
Damages and lost profits as result of breach of contract

$3 804 322.00 w/int April 2, 64
costs for labor, material, supplies and overhead furnished for benefit of State and for which no reimbursement has been made

RECEIVED
AUG 5 - 1970
FOR FILING

6124

HOWARD, NEEDLES, TAMMEN & BERGENDOFF | HNTB
CONSULTING ENGINEERS
1326 FIFTH AVENUE, SEATTLE, WASHINGTON 98101
TELEPHONE: CODE 206, MAIN 3-4680

PARTNERS
RUBEN N. BERGENDOFF
JOSEF SORKIN
ELMER K. TIMBY
CARL L. ERB
FRANK E. BLEISTEIN
H. C. LAMBERTON, JR.
JAMES F. FINN
PAUL L. HEINEMAN
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ERNEST E. HOWARD
1903 - 1953
HENRY C. TAMMEN
1908 - 1961

June 25, 1968

Mr. R.L. Porter
Deputy State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Porter:

This will confirm our telephone conversation of Monday, June 24th, relative to the State's lawsuit in connection with the construction of the Columbia River Bridge at Astoria.

In this regard we will be pleased to have our Mr. C. Robert Swanson serve in the capacity of an expert witness for the State concerning the field operations of placing tremie concrete. It is our understanding that it is the field aspects of placing tremie concrete that your attorneys are interested in (as opposed to a designers judgement relative to the choice of including such seals as a part of the structural foundation).

In the seventeen years that Mr. Swanson has been with HNTB he has been associated, almost continuously, with the field administration and inspection of major engineering projects. Included in these assignments have been two bridges across the Missouri River at Kansas City, the Duluth - Superior Interstate Bridge across a bay of Lake Superior, and the Second Delaware Memorial Bridge across the Delaware River near Wilmington. For your general information I am inclosing a short resumé of Mr. Swanson's career with HNTB which appeared in our house organ of May 1968.

As noted in our telephone conversation, Mr. Swanson is presently serving as the Project Coordinating Engineer on the construction of the Second Delaware Memorial Bridge and consequently it will not be possible for him to be absent from that assignment for prolonged periods of time. As we agreed, Mr. Swanson contacted your Mr. Rohde by phone on Monday afternoon and is presently planning to be in Salem

Orig to [illegible]
[illegible]

for a preliminary conference on Thursday, June 27th. It is our understanding that following that conference the State will decide whether or not they desire to use Mr. Swanson as a court witness. Should this be the decision then we request that the State's attorneys be advised of the limitations we are forced to make regarding Mr. Swanson's time, and ask that his court appearance be scheduled for a specific date in order that the necessary arrangements and permissions can be obtained for his absence.

As mentioned in our conversation, our usual charge for such services is on the basis of $250 per day plus out of pocket travel and subsistence costs. If this arrangement is satisfactory to you then this letter may serve as the agreement between us for the assignment. Space has been provided at the close of the letter for your approval.

We are happy to be of service to the State of Oregon.

Sincerely,

HOWARD, NEEDLES, TAMMEN & BERGENDOFF

FBleistein
F.E. Bleistein

FEB:ss

Approved

____

____

____

RECEIVED
JUN 28 1968
OFFICE OF
STATE HIGHWAY ENGINEER

C. ROBERT SWANSON

On March 12, 1951, Mr. Swanson, a native of Denver, Colorado, began his career with HNTB, following graduation from the University of Colorado in 1950 with a B.S.C.E. degree, and a period of employment by the U.S. Bureau of Reclamation in Loveland, Colorado.

His first assignment with HNTB was that of Field Engineer, inspecting bridge structures on the Denver-Boulder Turnpike. Following the completion of the Turnpike, he was transferred to Sedalia, Missouri, to work on surveys in preparation for the reactivation of the Whitman Air Base at Knob Noster, Missouri. In the summer of 1952, he came to Kansas City for the beginning of the Paseo Bridge project and was assigned as Field Engineer for inspection of the main structure foundations, the initial phase of the main structure steel erection, and the approach structures on the south side of the river.

After the Paseo project, Mr. Swanson served as Resident Engineer during construction of the Broadway Bridge in Kansas City. When this project was completed in early 1957, he spent about 18 months in the Kansas City Office and was assigned at various times to George Mahoney's Planning Section, B. H. Rottinghaus' Highway Section and John Titus' Bridge Section.

In the fall of 1958, Mr. Swanson moved to Duluth, Minnesota, to assume the role of Resident Engineer during construction of the Duluth-Superior Interstate Bridge. Upon its completion late in 1961, he spent the next year on surveys for the proposed Duluth Interstate Freeway.

In the spring of 1963, he returned to Kansas City where he was assigned as Field Structural Engineer during construction of the new Federal Office Building.

In July of 1964, Mr. Swanson and his family moved to Wilmington, Delaware, where he currently is serving as the Project Coordinating Engineer for the Joint Venture Consulting Engineers during the construction of the Second Delaware Memorial Bridge. This structure, which will be a twin to the First Delaware Memorial Bridge completed in 1951, crosses the Delaware River and connects the New Jersey and the Delaware Turnpikes. This project is expected to be completed in the fall of 1968.

Mr. Swanson is a Member of the American Society of Civil Engineers, the National Society of Professional Engineers and the Delaware Society of Professional Engineers. He is registered professionally as an engineer in the states of Delaware, Minnesota, Missouri, New Jersey and Wisconsin.

He, his wife, Helen, and their daughter, Diane, 9, reside in suburban Wilmington.

RECEIVED
JUN 17 1968
FOR FILING

U-F-CC [illegible]

6124

Salem, Oregon
June 14, 1968

Mr. Les Hampton
Chief
Trial Section

BUILDING

Cross-examination of Query
by Mr. Rand the afternoon
of June 13, 1968

Mr. Rand made quite a point of the length of minutes for April 2, 1964, covering a telephone conference meeting of 27 minutes in comparison with the notes that I made of the meeting with Raymond International and J. H. Pomeroy, Peter Kiewit Sons, and Ben C. Gerwick, covering a period of what I recall was about an hour. This meeting was held in Mr. Cooper's office prior to the award of the contract to Raymond International. The only point I wish to make is that the meeting of April 2 was a Commission meeting, and the meeting with the contractors was simply a conference and the notes made were for memorandum purposes only.

You will recall that Rand and the other attorneys objected to a letter signed by Mr. C. W. Head of July 13, 1964, concerning award of the pier construction contract to Raymond International, confirmed by the Commission at its regular meeting on July 14, 1964. As you know, award of contracts is never held up until the Commission meeting. Awards are made as soon after the bid opening as the Commission has had a chance to study the bids following receipt of information from the Highway Engineer. This has been routine practice for a considerable number of years.

Mr. Rand also introduced a copy of a Contract Status Report to the Travelers Indemnity Company concerning the DeLong contract. I have a hunch, for whatever it may be worth, that DeLong's attorneys may point out no reference was made on this report as to difficulties being encountered. The people who prepared the report are not in a position to know about these matters, and the report by us is considered mainly as a report of work performed. Some surety companies have space for or ask for comments as to difficulties but not all of them. Normally we do not place remarks on these reports as to specific difficulties. This status report is a courtesy to the sureties and is not a definite requirement.

Floyd Query, Secretary

FQ:wln

Porter

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APR 12 1968
FORM E-30 (12-67)

FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 11, 1968

SUBJECT: State vs. DeLong
L-4904

To: Mr. C. H. Maison
Controller

Building

During the pre-trial conference in the State vs. Delong case it was agreed by all parties and the court that it would be helpful to have each day's testimony transcribed for use the following day.

Of course, you realize that in the ordinary conduct of a trial the official court reporter takes the proceedings in shorthand and does not transcribe the same till the end of the trial and then only if ordered by either of the parties, in which event, the party ordering the transcript must pay the cost. This cost runs up to $1.25 per page. A great deal of time, sometimes months, is taken to obtain the typed copy. Ordinarily a full transcript is required in the event of an appeal. Where the court is to make the decision without a jury, he sometimes will not rule until he has had an opportunity to review the entire transcript.

Under the circumstances an investigation was made to determine whether a daily transcript could be arranged. The Marion County Circuit Court does not have sufficient Official Reporters to assign to such a job.

A check was made with a large firm of reporters in Portland to do this work. Their fee was quoted at $4.00 per page plus expenses.

Ultimately arrangements were made with Mr. Frank Perrin, an Official Reporter for the Marion County Circuit Court to employ such additional help as needed to accomplish the task. His fee is at the same rate as quoted by the other firm less the considerable expense that would have been entailed in having the Portland firm assign personnel to Salem for this purpose.

It was also agreed that the Defendant would pay one-half the cost of the transcript.

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[illegible]

Mr. Perrin has submitted the attached bill for services from the commencement of the trial till April 5, 1968. His bill will be rendered weekly hereafter. Mr. Perrin is not operating as a business firm and does not have the capital to finance the work till the end of the trial. Would you please place the same in line for payment.

G. E. ROHDE
Chief Counsel

GER:hg
Attachement

cc - Mr. R. L. Porter

[illegible]
APR 1 - 1968

11-F.003-1(14)

6124

Salem, Oregon
April 1, 1968

Mr. C. H. Maison
Controller
Building

Substructure for Steel Spans
Columbia River Bridge
Astoria, Oregon-Pt. Ellice, Wash.
Contract No. 6124

I hereby authorize and direct you to determine and certify in writing, on my behalf, the amount of expense incurred by the State in completing the above project after termination of DeLong Corporation's contract, and the amount of damage incurred by the State through said contractor's default, as provided in Article 1.8.7., page 16, Standard Specifications for Highway Bridge Construction, Issue of May 1, 1954.

FORREST COOPER
State Highway Engineer

cc Mr. Floyd A. Query
Mr. G. E. Rohde

(Legal)

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AUG 5 - 1970
FOR FILING

11-F003-1([illegible])
[illegible]

March 28, 1968

Oregon State Highway Commission

Gentlemen:

Reference is made to the proposed settlement of the Astoria Bridge litigation that was presented to you by George Mead on March 14. Later the same day, Mr. Mead explained the matter to R. L. Porter and me.

Attached is Exhibit A which outlines DeLong's proposed basis of settlement. You will note that it consists of eight points and calls for the State waiving any claims for additional expense because of the DeLong Corporation's default. Based on DeLong's figures (which we cannot check), the proposal would call for a payment by the State to the DeLong Corporation of $882,874.10. This will settle the matter as far as DeLong is concerned and as far as Raymond International is concerned but leaves the matter of settling the American Bridge claim as a joint responsibility.

DeLong claims out-of-pocket expense in excess of $2.8 million. This is in addition to retentions, liquidated damages, and amounts due on progress payments. We believe the amount to be excessive but a detailed audit would be necessary for a precise determination. The contracter's cost is technically not germane to this problem but undoubtedly will get attention during the pending lawsuit. A report from C. H. Maison dated March 27 is enclosed.

I recommend that this proposal be rejected for the following reasons:

(1) The DeLong contract states in effect that should the contractor default and the work be terminated any moneys then due the contractor shall be held. The Commission

shall complete the work in any manner that it deems expedient and, on the completion, shall make an accounting of the final cost. If this exceeds the amount being withheld from the original contractor, the contractor and his surety shall be responsible for this difference.

(2) DeLong is requesting payment for the defective seal which he poured at Pier 169. I cannot recommend that any highway funds be used to pay for defective work.

There are some plus factors in the DeLong proposal that you should be aware of. He has offered to waive any claims against the contract. He will hold the Highway Commission harmless against the Raymond lawsuit and will participate to the extent of 50 percent in the defense of the American Bridge lawsuit.

As this litigation has been postponed by the court with the understanding that a settlement is being considered, I believe the State should make a counterproposal. I submit the following recommended proposition for your consideration. This is outlined on Exhibit B and consists of the following:

The DeLong Corporation to pay the State for the direct additional costs incurred by his default. We would credit against these additional costs those amounts retained, those amounts earned but not paid, and those liquidated damages held by the State. This totals to a figure of $1,793,756.36 to be paid to the State by DeLong or his surety.

In addition, DeLong is to hold the State harmless on the Raymond International lawsuit. He is to hold the State harmless on that part of the American Bridge lawsuit that has to do with their claim which results from delays in the substructure work. Any claims that DeLong has against the State of Oregon in connection with work performed before the date of default are to be settled separately and on their own merits. This may result in litigation if a negotiated settlement is not possible.

To date, the DeLong Corporation has never made a detailed or a specific claim on this contract, and we are unable to determine what work or what items are involved. They did file a counterclaim for several million dollars without detailing enough specifics to make a reasonable analysis. I am sure that if this claim has to be litigated, the court would be inclined to allow something, although our people who are familiar with the work think it could not be over $100,000 at the outside.

This proposal is strictly on the basis of compromise to avoid litigation and means that the State will waive all its right and claim to the following items:

Liquidated Damages (165 days at $2,000 per day)	$ 330,000.00
Loss on Ferry Operations	436,204.49
Loss of Bridge Toll Operations (Net)	708,058.00
Loss of Washington State Subsidy	250,000.00
	$1,724,262.49

In summary, there is a monetary difference of $2,676,630.46 between the DeLong settlement proposal and mine. Also, for your information, Raymond International has filed suit for $940,412.30 and American Bridge has filed suit for $1,049,304.25. DeLong has counterclaimed on alternate theories, either $4,591,125 or $3,804,322 plus interest from April 2, 1964. As far as we can tell, the Raymond International suit has little or no basis. The American Bridge suit is based on valid additional costs caused primarily by DeLong's delay. It is our opinion that the DeLong counterclaim is grossly exorbitant and cannot be sustained except for possibly something in the $60,000 to $100,000 range.

May I have your reaction to the above proposition as soon as possible.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachments

cc: Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
G. E. Rohde
C. H. Maison

RLP:fn/ms srb

EXHIBIT "A"

PROPOSED BASIS FOR SETTLEMENT

1. DeLong waives claims for damages under its contract with OSHC (DeLong out-of-pocket loss, without including retention, unpaid progress payments, materials and equipment given Raymond as of April 2, 1964, was $2,847,525. No part of this item is New York office overhead or salary to Col. DeLong).

2. OSHC waives claims for extra costs on completion of the substructure.

3. OSHC pays DeLong sums earned prior to contract cancellation.

Retention	$393,401.65
Unpaid Progress payments	248,556.23

4. OSHC pays DeLong for cost of materials and equipment given to Raymond.

Per April 10, 1964 letter	$333,158.45
Other materials	201,317.77

5. DeLong pays OSHC Raymond's unit bid for seal removal $475,000 at Pier 169 less DeLong costs for concrete poured at 169 $181,440.00.

6. DeLong assumes defense of Raymond suit against OSHC and guarantees payment of any judgment rendered.

7. DeLong will participate in the defense of U. S. Steel suit against OSHC for guarantee payment of 50% of any judgment rendered.

8. DeLong will defend its own case with U. S. Steel and pay any judgment rendered against it in that case.

TOTAL $882,874.10

EXHIBIT "B"

Oregon State Highway Department
Astoria Bridge
Summary of Statement of Extra Costs Recoverable from DeLong Corporation

Total Cost if DeLong Corporation had completed Piers Actual Quantities Incorporated in Project		$ 7,614,422.99
Actual Cost of Completed Piers:		
Work performed by DeLong Corporation	$ 4,724,406.56	
Work performed by Raymond International, Inc.	5,339,929.32	
Total Actual Costs		10,064,335.88
Total Additional Construction Costs		$ 2,449,912.89
Additional Costs to State:		
Rental of Steel Piling for Cofferdam	$ 49,449.74	
Refinish Handrail Built by DeLong Corporation Pacific Concrete Company - Voucher 8983	4,151.23	
Grind Deck Built by DeLong Corporation Pomeroy - Gerwick, Inc. - Voucher 23036	8,283.31	
Recontracting Cost	26,905.77	
Total Additional Costs to State		88,790.05
Total Costs Recoverable from DeLong Corporation		$ 2,538,702.94
Less Amounts Withheld from DeLong Corporation		
Amount Retained on Contract No. 6124	$ 393,401.65	
Earnings on Estimate No. 15 Held by State	21,544.93	
Liquidated Damages Held by State	330,000.00	
Total Amount Withheld from DeLong Corporation		$ 744,946.58
Net Costs Recoverable from DeLong Corporation		$ 1,793,756.36

During performance of the Raymond contract certain extra work items were ordered and paid for. The actual cost of these items is included in the compilation of Total Cost if DeLong had completed, as well as in the compilation of work performed by Raymond, upon the assumption that if DeLong had completed, the same extras would have been required.

The $5,339,929.32 figure does not include any amount for possible liability of U. S. Steel Corporation ($1,048,686 is the amount claimed by U. S. Steel) for damages allegedly sustained by reason of the delay in completion of the piers. Nor does it include any amount for possible liability to Raymond ($333,158.45 is the amount claimed by Raymond), arising from DeLong's breach of contract in failing to turn over to the State, the equipment and materials on the site at termination of the DeLong contract.

RECEIVED
AUG 5 1970
FOR FILING

SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1968

SUBJECT:

To: Mr. Forrest Cooper
State Highway Engineer

BUILDING

We have completed a limited review of the DeLong Corporation's records on the Astoria Bridge in their offices at Portland. We prepared detailed analyses of all administration and supervision expenditures accounts included in their statement of profit or loss on this project. In addition, a limited number of individual transactions and supporting data were examined.

The results of our examination disclosed that these accounts contained $547,368.06 of costs incurred after our contract with DeLong had been terminated (see attached schedule). It appears that some of these costs are not chargeable to this contract. They include the salary of Colonel DeLong until December 31, 1965, and the salary of office personnel and office expense until May 1966. It is quite possible that some of the costs incurred after March 31, 1964, were chargeable to the contract, but the exact amount could only be determined from a complete audit of all records and supporting documents in DeLong's offices at Portland and New York.

Large charges for interest, depreciation, insurance, et cetera, originate in the New York office. The only support for these charges in the Portland office was hand-written memos from the New York office. It is, therefore, impossible to determine if these charges are actually chargeable against the bridge contract.

In DeLong's statement of profit or loss on the bridge contract, they included direct contract expenses of $5,625,240.38. Of this amount, $1,471,331.74 was charged to the accounts after March 31, 1964. Again, this amount may or may not be directly related to this project. Included in direct contract expenses was an account for charges against this Department for costs incurred as a result of our terminating the DeLong contract. To May 1966, DeLong had expended $315,821.16 in this account. The expenditures are broken down as follows:

McCormic and Baxter (Fender Material Delay)	$ 20,626.95
Equipment (Idle Time)	152,379.11
Legal Expenses	97,703.58
Engineering Expenses	45,111.52
Total	$315,821.16

The major portion of the above charges originated in New York and were supported by hand-written memos in the Portland office and could not be verified.

In summary, it appears that DeLong's records include costs that are not directly related to the bridge contract. The exact amount of these costs could only be determined by a detailed audit of all the records and supporting data on file in Portland and New York.

C. H. Maison
Controller

CHM:VES:bg
Attachment

Oregon State Highway Department
Astoria Bridge - DeLong Corporation
Analysis of Administrative and Overhead Costs

Account Number	Description	Total	Prior To 3-31-64	After 3-31-64
300	Administrative & Superintendents Salaries & Expense	$ 300,565.39	$ 225,246.52	$ 75,318.87
301	Office and Engineering Salaries and Expense	234,965.54	198,294.84	36,670.70
302	Labor Relations - Salaries and Expense	13,476.14	13,476.14	--
303	Office Renovation - Astoria	3,623.96	3,623.96	--
304	Office Rental & Operating Expense	11,729.65	5,031.55	6,698.10
305	Office Supplies & Equipment Rental	47,510.41	45,309.35	2,201.06
306	Telephone and Telegraph	19,580.32	12,540.08	7,040.24
307	Freight, Wharfage, and Handling Expense	59,522.85	58,008.80	1,514.05
308	Safety, First Aid, and Medical	3,354.53	3,351.18	3.35
309	Auto Expense	10,585.71	8,672.61	1,913.10
311	Payroll Taxes and Insurance	271,697.28	276,650.96	(4,953.68)
312	State of Washington - Business & Occupation Tax	1,435.03	1,282.55	152.48
313	State of Washington - Use Tax	6,180.25	6,180.25	--
314	Health and Welfare - Pension Expense	84,918.95	81,591.57	3,327.38
315	Insurance Expense	191,164.56	161,647.63	29,516.93
	Depreciation			
333	Office Furniture and Equipment	5,359.88	1,903.69	3,456.19
334	Automobiles and Trucks	13,503.39	8,033.51	5,469.88
335	Construction Equipment	85,518.41	47,380.85	38,137.56
336	Building Docks and Dolphins	12,783.66	10,152.95	2,630.71
339	Move In and Move Out Expense	290,201.69	263,319.34	26,882.35
340	Indirect Construction Costs	522,235.42	211,289.26	310,946.16
341	Miscellaneous Expense	1,558.21	1,115.58	442.63
	Total Administrative and Overhead Costs	$2,191,471.23	$1,644,103.17	$547,368.06

STATE OF OREGON,
County of Marion, } ss.

3-22-68

CIVIL SUBPOENA
DUCES TECUM

IN THE NAME OF THE STATE OF OREGON

TO FORREST COOPER
Oregon State Highway Department or 773 Meadow Lawn Dr. S.E.
Salem, Oregon Salem, Oregon

You hereby are commanded to appear in the Circuit Court of the State of Oregon, for the County of Marion, at the County Courthouse, Judge George W. Jones, Dept. 4, in Salem, in said Marion County, on the 22d day of March, 1968, at 10:00 o'clock A. M., to give evidence in a cause wherein State of Oregon by and through its State Highway Department is Plaintiff, and DeLong Corporation, et al, are Defendants, on the part of the Defendant, DeLong Corporation, and to bring with you those items listed in Exhibit "A" hereto attached.

WITNESS my hand and the seal of said Court affixed, at Salem, Oregon, on this

(SEAL OF SAID COURT) 12th day of March, 1968

HAROLD TOMLINSON, County Clerk

By Edith Taves, Deputy.

STATE OF OREGON,
County of ______ } ss.

I hereby certify that I served the foregoing Subpoena on the ______ day of ______ 19____, within said state and county, on the above-named ______

by then and there delivering a true copy thereof, prepared and certified such to be by ______, to each of said persons, personally and in person, and, at the same time, giving (offering) to him the fees to which he is entitled by law for travel to and from said place designated and one day's attendance thereat.

______
Sheriff of ______ County, Oregon
By ______ Deputy

(See ORS 44.140)

A TRUE COPY.

______
Of Attorneys for Defendant

STATE OF OREGON)
) ss.
County of M[illegible])

I [illegible] the foregoing is [illegible] copy of the [illegible] whole thereof

Thomas E. B[illegible]helder
Sheriff of Marion County Oregon
By ______ Deputy

EXHIBIT "A"

1. All of the records referred to in the affidavit of Oregon State Highway Commission counsel J. Robert Patterson submitted to the Court under date of June 28, 1967. The affidavit deposes under oath that:

   > "There in addition thereto there are presently in Marion County, Oregon, approximately 20 4-drawer filing cabinets containing copies of contracts, plans and specifications, employees diaries and notes, all of which it will be necessary to have present at the trial, many of which will be introduced as exhibits in this cause."

   Counsel Alan Johansen swore identically in an affidavit to the Court of August 23, 1967.

2. The ribbon copy of a letter dated March 31, 1964, and any drafts thereof. The subject matter of this letter is the proposed cancellation of the DeLong contract.

3. The originals of all cost estimates submitted to the State Highway Engineer for the building of the Astoria Bridge on or after January 1, 1954.

4. The original Tuder report of 1955.

5. The drafts and final form of a report to the legislatures of Oregon and Washington of January, 1959.

6. A signed copy of the 1961 formal agreement between Oregon and Washington for the construction of the Astoria Bridge.

7. A signed copy of the 1961 or 1962 agreement between Oregon, Washington and the United States of America regarding the construction of the Astoria Bridge.

8. All correspondence, memos and other writings concerning a meeting held February 10, 1964, in Portland between the DeLong Corporation and the OSHC and OSHD.

9. A copy of the Tuder Engineering Report on the collapse of the John Day Bridge.

10. A copy of the U. S. General Accounts Office report on the collapse of the John Day Bridge.

11. A copy of a memorandum by Leonard Lindas delivered to Cooper under date of May 20, 1964, and referring to the Astoria Bridge.

12. The original plans for the substructure for the Astoria Bridge approved in writing by Cooper.

13. The originals of all writings received by Cooper relating to the DeLong Corporation.

14. The copies of all writings made by Cooper or under his direction relating to the DeLong Corporation.

15. Copies of all communications between Cooper and the Bureau of Public Roads, the Washington Highway authorities and the U. S. Corps of Engineers in connection with the Astoria Bridge.

16. All writings concerning the decision to employ consulting engineers for design of the Fremont and West Linn Bridges.

17. The ribbon copy with all attachments of a letter from Cooper to Prahl of the Washington Department of Highways of March 10, 1966.

EXHIBIT "A"

18 - 1. Master file for Bridge 7949, the Astoria Bridge, consisting of approximately five file drawers and including the entire contents of such drawers.

18 - 2. Any and all additional writings relating to the Astoria Bridge within Merchant's custody.

18 - 3. Ribbon copies of all letters written to the DeLong Corporation by Merchant.

18 - 4. Ribbon copies of all writings written to other parties by Merchant relating to the DeLong Corporation, including but not limited to Ellison and Cooper.

18 - 5. All writings by Merchant to OSHD or OSHC personnel making recommendations with respect to the DeLong contract.

18 - 6. Copies of all letters written by Merchant to prospective bidders for the Astoria Bridge substructure or completion of substructure work, including but not limited to letters written cancelling the use of a gravel blanket beneath bell piers.

18 - 7. Copies of all memoranda made by OSHD or OSHC personnel and transmitted to Merchant covering meetings with prospective bidders of contractors for the Astoria Bridge.

18 - 8. Ribbon copies of all transmissions, with attachments, by Merchant to the U. S. Army Corps of Engineers, the Bureau of Public Roads and the Washington State Highway authorities with respect to the Astoria Bridge.

18 - 9. All memos, calculations, notes, diary entries and other writings prepared by Merchant with respect to the Astoria Bridge work and contractors therefor.

18 - 10. All writings prepared by Merchant with respect to DeLong Corporation applications for progress payments.

18 - 11. All writings prepared by Merchant with respect to the termination of the DeLong contract.

18 - 12. The Zerox copy of a Wallace memo of August 15, 1962, with the original handwritten note of Merchant referring to Wendell of the DeLong Corporation.

18 - 13. The original of all cost estimates made by the Bridge Division between 1954 and 1962, inclusive for the construction of the entire Astoria Bridge.

18 - 14. The ribbon copy with all attachments of a letter sent to the Washington Highway Authority under date of relating to Astoria Bridge costs.

18 - 15. All writings related to discussions between Merchant and Raymond International of scour held prior to an award to Raymond of a contract.

18 - 16. Copies of the bids and price breakdowns of all bidders for the substructure work at the Astoria Bridge submitted in June 19, 1962.

EXHIBIT "A"

19 - 1. The files of plans specifications and estimates kept in the office of the Commission pursuant to 366.155(b) of the Oregon Statutes for the Astoria Bridge, the Fremont Bridge and the Oregon City Bridge.

19 - 2. The original minutes of the Commission relating to the cancellation of the DeLong contract.

19 - 3. The original letter of March 31, 1964, by Cooper to the Commission recommending cancellation of the DeLong contract.

19 - 4. All written material filed with the Commission in support of the cancellation of the DeLong contract.

19 - 5. All communications with the Bureau of Public Roads and the Washington Highway Authorities in connection with substructure work or the completion thereof at the Astoria Bridge site.

19 - 6. Copy of clarification letter to Raymond International of June 23, 1964.

19 - 7. Copies ot any biennial reports to the Governor which mention the DeLong Corporation.

19 - 8. Copies of all correspondence between the Commission and DeLong Corporation or Travelers Indemnity Company.

19 - 9. The original memos of Query covering any meetings with Raymond International including but not limited to a meeting of July 1, 1964.

19 - 10. Any memos, reports or other writings of the legal department recommending cancellation of the DeLong Contract.

19 - 11. The report to the Legislature of January, 1959, on the proposed Astoria Bridge.

19 - 12. Any reports, letters or other writings to the Legislature or members thereof on the Astoria Bridge subsequent to January, 1959.

19 - 13. Original letter of Cooper to Commission dated November 13, 1963, relating to DeLong Corporation work.

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19 - 12. Any reports, letters or other writings to the Legislature or members thereof on the Astoria Bridge subsequent to January, 1959.

19 - 13. Original letter of Cooper to Commission dated November 13, 1963, relating to DeLong Corporation work.

RECEIVED
MAR 20 1968

FOR FILING

11-E-CC3-1(14)

6124

Salem, Oregon
March 18, 1968

Floyd Query
Secretary

Floyd Query's
Civil Subpoena
DeLong Corporation

I gave Fran and Phyllis copies of Exhibit A. They are gathering the material for you.

March 19, 1968

Bob Ellison telephoned this morning saying that it would not be necessary for you to furnish anything pertaining to Item 5, as they have already furnished the B.P.R. file to them.

Ellison also mentioned that you may not have to appear in court on Friday.

Ellison also requested three items which we may or may not have in our General Files. I gave a copy of this request to Phyllis this morning.

We gave Ellison two xerox copies of a minute entry of September 27, 1956. minutes.

You are now up to date on happenings as of 11:55 today.

C. W. Head, Secretary

CWH:gc

FORM E-123 10M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. MILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED

U-F-CC3-1(14)
6134

March 7, 1968

Oregon State Highway Commission

Gentlemen:

In accordance with the decision reached at the conference following the Commission meeting Tuesday relative to the pending DeLong case, arrangements have been made to secure the services of Mr. Lindas in preparation for the trial.

Through the intercession of Mr. Cooper, the Nevada Highway Department has very kindly consented to release Mr. Lindas from his duties there during the pendency and through the trial of the case set for commencement on March 18.

As was explained by Staff Attorneys and Special Assistant Rhoten, Mr. Lindas will undoubtedly be required as a vital witness to the State's case. As Chief Counsel during the period in 1963-1964 when this controversy arose, Mr. Lindas was inextricably involved. He attended numerous conferences with the DeLong organization, our staff and the expert witnesses employed at the time by the State in contemplation of the litigation. His services are vitally needed in organizing the evidence, expert witnesses, and in general preparation of the case.

Arrangements have been made for Mr. Lindas to arrive in Salem on March 11. Tentative agreement as to reimbursement is on a per diem basis of $225 per day to cover services and expenses, except for transportation which will be State's expense.

Very truly yours,

G. E. ROHDE
Chief Counsel

[redacted]:hg
cc - Hon. Robert Y. Thornton
Mr. Forrest Cooper
Mr. Leslie Hampton
Mr. C. H. Maison

NOTED

FORM E-123X 10M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

RECEIVED
MAR 11 1968

U-F-603-1(14)
6124

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 7, 1968

Oregon State Highway Commission

Gentlemen:

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Through the intercession of Mr. Cooper, the Nevada Highway Department has very kindly consented to release Mr. Lindas from his duties there during the pendency and through the trial of the case set for commencement on March 18.

As was explained by Staff Attorneys and Special Assistant Rhoten, Mr. Lindas will undoubtedly be required as a vital witness to the State's case. As Chief Counsel during the period in 1963-1964 when this controversy arose, Mr. Lindas was inextricably involved. He attended numerous conferences with the DeLong organization, our staff and the expert witnesses employed at the time by the State in contemplation of the litigation. His services are vitally needed in organizing the evidence, expert witnesses, and in general preparation of the case.

Arrangements have been made for Mr. Lindas to arrive in Salem on March 11. Tentative agreement as to reimbursement is on a per diem basis of $225 per day to cover services and expenses, except for transportation which will be State's expense.

Very truly yours,

G. E. ROHDE
Chief Counsel

GMR:hg
cc - Hon. Robert Y. Thornton
Mr. Forrest Cooper
Mr. Leslie Hampton
Mr. C. H. Maison

NOTED

March 6, 1968

Mr. John Bawden
State Highway Engineer
Nevada Department of Highways
Carson City, Nevada 89701

Dear John:

This letter will confirm our telephone conversation this date re our request for the State of Nevada to make Leonard Lindas available to us for assistance in a trial and as a witness in the case of the State of Oregon versus the Delong Corporation. This is a multimillion dollar suit which involves a controversy that arose during the construction of the $27 million Columbia River bridge at Astoria.

During the time the part of the bridge which is in controversy was being constructed, Mr. Lindas was our Chief Counsel and was involved in legal matters which are pertinent to the suit.

It is difficult for me to determine at this time how long we will require Mr. Lindas' services, but it might be for a period of a few weeks. If possible, we would need Mr. Lindas starting the week of March 18 and continuing, perhaps intermittently, sometime thereafter.

Appropriate arrangements will be made to reimburse Mr. Lindas by our Chief Counsel, George Rohde.

I appreciate your willingness to assist us in this important matter.

Kindest personal regards,

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde

RECEIVED
FORM 2-30 25M 9-61 82310
NOV 8 1967

FOR FILING
U-F-1-3-1(1-4)
6124

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1, 1967

SUBJECT: State of Oregon vs.
DeLong Corporation
Case No. 59-323
Our file L-4904

To: Mr. Forrest Cooper
State Highway Engineer
Building

Arrangements have been made for the taking of depositions in the above-mentioned case. The defendants' attorneys desire to take your deposition, as well as the depositions of six other State Highway people. We will also be taking the depositions of some of Colonel DeLong's people. The depositions are scheduled to begin at 9:00 A.M. on Thursday, November 9, and are to continue through Thursday, Friday and possibly part of Saturday. Prior to that time we will arrange a more exact time for your particular deposition.

It is our desire to have a preliminary meeting to discuss depositions in general with you prior to the scheduled dates. Please arrange to meet with Mr. Rhoten, Mr. Johansen and me in the conference room on Tuesday, November 7 at 9:30 A.M. Thank you for your cooperation.

Leslie B. Hampton ap
LESLIE B. HAMPTON
Staff Attorney

LBH:ap

cc Mr. G. E. Rohde
Mr. George A. Rhoten
Mr. Alan H. Johansen

NOTED
FORREST COOPER

RECEIVED
SEP 12 1967
FORM E-30 50M 10-65

FOR FILING
11-F-113-1(14)

6724

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 7, 1967

SUBJECT: State of Oregon vs.
DeLong Corporation
Case No. 59-323
Our file L-4904

To: Mr. Forrest Cooper
State Highway Engineer
Building

Mr. George W. Mead, local counsel for DeLong, has advised us that he wants to take depositions of our people in the above-mentioned case. He has indicated that you are one of the first that he desires to depose. We have inquired as to when Colonel DeLong will be available for deposition and have suggested that depositions begin at that time. We will, of course, contact you prior to the time of the depositions and will require the defendants to conform to your time schedule.

Leslie B Hampton
LESLIE B. HAMPTON
Chief, Trial Section

LBH:ap

cc Mr. George A. Rhoten
Mr. Alan Johansen

NOTED
FORREST COOPER

RECEIVED
SEP 8 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1967
FORM E-30 90M 7-64 SP*6220-734
FOR FILING

U-F-003-1(14)

6124

C

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1967

SUBJECT: Delong litigation
Astoria Bridge

To: MEMO TO FILE

L

There does not appear to be any area of settlement worth pursuing in the Delong case; therefore, it should be prosecuted as expeditiously as possible.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn
Glenn L. Jackson
cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde
Ivan Merchant
R. D. Asburry

A

RECEIVED
JUL 28 1967

UF 003-1(14)

6124

KING, MILLER, ANDERSON, NASH & YERKE
ATTORNEYS AND COUNSELORS AT LAW
AMERICAN BANK BUILDING
PORTLAND, OREGON 97205

RALPH H. KING
ROBERT S. MILLER
GRANT T. ANDERSON
FRANK E. NASH
FREDRIC A. YERKE, JR.
NORMAN J. WIENER
ORVAL O. HAGER
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
CLIFFORD N. CARLSEN, JR.
DONALD R. HOLMAN
KENNETH W. HERGENHAN
WILLIAM B. CROW

TELEPHONE
AREA CODE 503
226-243

CABLE ADDRESS
"KINGMAR"

HELEN F. ALTHAUS
JEAN P. LOWMAN
HARVEY C. BARRAGAR
GERALD A. FROEBE
CONRAD L. MOORE
DEAN D. DeCHAINE
WILLIAM N. STILES
R. ALAN WIGHT
DAVID W. MORTHLAND
WILLARD M. BUSHMAN
SIDNEY A. BROCKLEY
DALLAS W. ISOM

July 21, 1967

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Dear Mr. Query:

With respect to the third paragraph of your letter of July 14, 1967, this is to advise that the claim of United States Steel Corporation arises out of the work performed by it under contract No. 6268 but that the bond against which the claim is asserted is the bond which was furnished by The Travelers Indemnity Company in connection with contract No. 6124.

Very truly yours,

Fredric A. Yerke, Jr.

De Long Contract

RECEIVED
JUL 24 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X

RECEIVED
JUL 26 1967

FOR FILING

Claim File No. 4309

COMMISSIONERS
GLENN L. JACK
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

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JUL 21 8 26 AM '67
CLAY MYERS
SECRETARY OF STATE

FILED
JUL 21 1967
CLAY MYERS
SECRETARY OF STATE

July 14, 1967

King, Miller, Anderson, Nash, &
Yerke
Attorneys and Counselors at Law
American Bank Building
Portland, Oregon 97205

Attention: Mr. Fredric A. Yerke, Jr.

Gentlemen:

This is in reply to your letter of July 12 and attached Notice of Claim of United States Steel Corporation against the DeLong Corporation and The Travelers Indemnity Company for labor, materials, costs and expenses in excess of $1,049,304.25.

The claim states this is in reference to work performed by the United States Steel Corporation under Contract No. 6268 relating to the Columbia River Bridge, Astoria, Oregon - Point Ellice, Washington.

It appears that the Notice of Claim in the above amount is intended to be filed against Contract 6124 awarded to DeLong Corporation for construction of piers for the Columbia River Bridge at Astoria. If we are wrong in this assumption, please let us know.

We will advise the Travelers Indemnity Co. of the receipt of the claim and will forward a copy to the Secretary of State for filing.

Very truly yours,

NOTED ON CARD

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

cc DeLong Corp.
The Travelers Indemnity Company
Phil Grossmayer Co.
George Rohde
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

RECEIVED
JUL 24 1967
OREGON
STATE HIGHWAY COMMISSION

UF-[illegible]

July 6, 1967

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
c/o Pacific Power & Light Company
920 S. W. 6th Avenue
Portland, Oregon 97204

Dear Mr. Jackson:

At Mr. Cooper's request, enclosed are two sheets of data having to do with the DeLong litigation in connection with the Astoria Bridge.

Sheet A indicates the work performed and the payments made to the DeLong Corporation up to the time the contract was terminated. Sheet B indicates the extra costs that were incurred by the Highway Commission because of the DeLong default and which we feel should be recoverable from DeLong. The items listed as total additional construction costs and total extra work costs are actual and substantiated. Those listed as losses to the State are substantiated but recovery will depend upon a favorable court ruling. Those listed under contractors claims must be viewed on the basis that the State takes the position that under the contract U. S. Steel is required to recover directly from DeLong. The Raymond International claims, to the extent that they are valid, should also be recoverable from DeLong.

The enclosed information is confidential and because the matter is in litigation, it is not open to public inspection.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
enc.

cc Forrest Cooper
Victor D. Wolfe
G. E. Rohde

DeLong's Earnings & Withholdings
Col. R. Br. @ Astoria - Piers
Contract 6124

Earnings:

Total Contract items	$4,169,941.21	
Price agreements	49,255.90	
Extra Work Orders	162,434.03	
Additional structural steel in place	504.73	
Pile cut-offs retained by DeLong	(-) 80,612.00	
Material on hand (to be incorporated in structure)	260,286.69	
Rental allowance (forms, etc., left at jobsite)	162,596.00	
TOTAL EARNINGS		$4,724,406.56

Withholdings:

Liquidated damages 165 days @ $2000.00 per day	$ 330,000.00	
Earnings withheld	414,946.58	
TOTAL WITHHOLDINGS		$ 744,946.58

(Total previous payments to DeLong: $3,979,459.98)

THIS PROJECT IS IN LITIGATION. THE ABOVE INFORMATION IS TO BE CONSIDERED CONFIDENTIAL.

7-6-67

Sheet A

Columbia River Br. @ Astoria
Extra Costs Recoverable from DeLong Corp.

Work done by DeLong Corp. (See Sheet A)	$ 4,724,406	
Work done by Raymond Int'l.	5,307,929	
Total cost of pier work	10,032,335	
Total cost, had DeLong completed piers	7,614,000	
Excess cost of pier work	2,418,335	
Monies withheld from DeLong (See Sheet A)	(-) 744,946	
Total Additional Construction Costs		$ 1,673,389
Extra Work Costs:		
Rental of sheet piling (cofferdam @ pier 169)	$ 49,449	
Core drill at Piers 169 & 170	18,688	
U.S. Steel Corporation: (Price agreements for work accelerating bridge opening)	46,708	
Pacific Concrete Company: Refinish handrail built by DeLong Corp.	4,173	
Pomeroy-Gerwick, Inc.: Grind deck built by DeLong Corp.	8,283	
Total Extra Work Costs		$ 127,301
Losses to the State:		
Liquidated damages	$ 330,000	
Recontracting costs	50,500	
Ferry operation	462,603	
Loss of bridge tolls	624,900	
Loss of Washington subsidy	250,000	
Total Losses to the State		$ 1,718,003
Contractors Claim:		
U.S.Steel Corp.	$ 1,048,686	
Legal fees	100,000	
Raymond International, Inc.	660,000	
Total Contractors Claims, Etc.		$ 1,808,686
TOTAL Costs Recoverable from DeLong Corp.		$ 5,327,379

THIS PROJECT IS IN LITIGATION. THE ABOVE INFORMATION IS TO BE CONSIDERED CONFIDENTIAL.

7-6-67

Sheet B

FORM E-30 30M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 5, 1967
Salem, Oregon

SUBJECT: Columbia R. Br. @ Astoria
Main Piers

To: R. L. Porter
Deputy State Hwy. Engineer

BUILDING

The attached summary listed as extra costs recoverable from DeLong Corp. in connection with the Astoria Bridge should be read as follows with respect to the items.

The items listed as Total Additional Construction Costs and Total Extra Work Costs are actual and substantiated.

Those listed as losses to State are substantiated but recoverability will depend upon favorable rulings of the court.

Those listed under contractor's claims, especially U.S. Steel and attorneys fees must be viewed from the standpoint that the State takes the position that under the contract U.S. Steel is required to recover these directly from DeLong. The Raymond International claims, to the extent that they are found to be valid, and not due to negligence of the State, should be recoverable from DeLong.

Geo. Rohde
Chief Counsel

RECEIVED
JUN 12 1967
FOR FILING

Mr. T. Edwards

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

F-002 [illegible]
61-4

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 6, 1967

American Bridge Division
United States Steel Corporation
Wilcox Building
Portland, Oregon 97204

Re: Contract No. 6[illegible]
Columbia River Bridge
Astoria, Oregon

Attention: Mr. Walter R. Holmstrom
Contracting Manager

Gentlemen:

Receipt is acknowledged of your claim sent us in your letter dated May 1, 1967, in connection with the above mentioned contract.

As you probably know there is presently pending in the Circuit Court for the State of Oregon in Marion County our complaint for declaratory judgment against the defendants DeLong Corporation and Travelers Indemnity Company, who were also contractors on the Columbia River Bridge under Contract No. 6125. In our declaratory judgment suit we have alleged that your company has asserted substantial damages were incurred by reason of delays by defendant DeLong in the completion of the concrete piers for the steel spans. We have also contended in that suit that DeLong is liable to your company for such delays incurred by you and resulting from DeLong's failure to complete its contract in accordance with its terms, and particularly by reason of the provisions of 1.5.6. of the Standard Specifications for Bridge Construction which provided as follows:

> "1.5.6.-- Cooperation by Contractor
>
> "The contractor shall conduct his operations so as to interfere as little as possible with those of other contractors, subcontractors, or the public on or near the work.

NOTED
TOM EDWARDS

> "Where one contractor's operations are within the limits or adjoin the operations of another contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or any other cause. The engineer shall designate a schedule of operations which shall, in the aggregate, cause the minimum inconvenience to all parties concerned. Such scheduling of operations shall not be made the basis of a claim for damage by either contractor."

We are therefore of the opinion that any and all liability as asserted by your above mentioned claim rests upon DeLong and Travelers. We have on this date forwarded a copy of your claim to DeLong with a copy to Travelers and a copy of our letter to them is enclosed.

Without prejudice to our right to deny your claim or contest it in any respect on account of other reasons, we must, because of the provisions of paragraph 1.5.6. above referred to, deny your claim for the present time. We believe such claim should be asserted against DeLong and Travelers and we would have no objection to a petition by your company to intervene in our declaratory judgment suit in which all of the merits of your claim could be considered and determined.

If you have further questions concerning this matter we would be pleased to have your advice.

Very truly yours,

LLOYD QUERY
Secretary
OREGON STATE HIGHWAY COMMISSION

JBP:ab;hg
Enclosure
cc - Mr. Fredric A. Yerke, Jr.
King, Miller, Anderson, Nash & Yerke
1200 American Bank Building
Portland, Oregon 97205

Mr. Edwards

June 6, 1957

DeLong Corporation
5305 N. E. Irving Street
Portland, Oregon

Re: State of Oregon vs.
DeLong Corporation, et al.
Case No. 59-323
Our file L-4904

Attention: Col. DeLong

Gentlemen:

We are in receipt of a claim from the American Bridge Division of the United States Steel Corporation dated May 1, 1957. They were contractors under our Contract No. 6263 for construction of the steel superstructure of the Columbia River Bridge at Astoria, Oregon, and for which your company had Contract No. 6124 for construction of concrete piers for the steel spans on said Bridge.

The following provision was made a part of both contracts between the State and your company and United States Steel Corporation:

> "1.5.6.-- Cooperation by Contractor
>
> "The contractor shall conduct his operations so as to interfere as little as possible with those of other contractors, subcontractors, or the public on or near the work.
>
> "Where one contractor's operations are within the limits or adjoin the operations of another contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or any other cause. The engineer shall designate a schedule of operations which shall, in the aggregate, cause the minimum inconvenience to all parties concerned. Such scheduling of operations

shall not be made the basis of a claim for damage by either contractor."

At numerous times subsequent to the award of your contract on June 29, 1962, your attention was called to the necessity that your contract be completed on the dates specified for the various units in order that other contracts on the project be completed and the overall structure finished and opened to travel at the earliest possible time.

It is our belief that due to your failure to complete your contract in accordance with its terms and the consequent delays, your company is responsible to the United States Steel Corporation for any and all claims now asserted against us by reason of their inability to complete the steel superstructure as provided for in their contract.

Without prejudice to our right to assert any and other claims for damages, liquidated or not, by reason of the above mentioned paragraph 1.5.6. or any other provisions of your Contract No. 6124, we hereby refer to you for disposition the claim of United States Steel Corporation. In the event action is brought on this claim by United States Steel Corporation we intend to tender you the defense of the same and take any other legal action necessary to protect the interest of the State.

Very truly yours,

G. F. ROHDE
Chief Counsel

JRP:ab;hg
Enclosure

cc - Travelers Indemnity Company
500 Union Street
Seattle, Washington 98101
Attention: Mr. Wallace A. DeLong
Supervisory Adjuster

Mr. George W. Mead
Attorneys at Law
1211 Public Service Building
Portland, Oregon 97204

Mr. Lamar Tooze
Tooze, Powers, Kerr, Tooze & Peterson
Attorneys at Law
801 Standard Plaza Building
Portland, Oregon 97204

bc: Floyd Query
Forrest Cooper
R. L. Porter
Bridge Department
Tom Edwards
(American Bridge Division
(United States Steel Corp.
(Wilcox Building
(Portland, Oregon 97204
Geo. Rhoten

RECEIVED
APR 24 1967
FOR FILING

Fred W. Hill, Member
Helix

UF-003-1 (14)

6124

April 21, 1967

Mr. A. W. Parsons
Division Engineer
Federal-Aid Highway Admin.
477 Cottage St., N.E.
Salem, Oregon 97301

Astoria Bridge 6124
Const. Proj. Nos.
F-003-1(14), F-003-1(16) 6268
R/W Proj. No. U-115(16),
R/W File 34428

Dear Sir:

In response to your letter dated August 27, 1962, we hereby request your concurrence in and approval of an encroachment of a building within the right of way of the subject project under the provisions of IM21-8-62 and Section 1.23 of the Federal Regulations.

We believe it to be in the public interest to retain the encroachment for the following reasons:

1. This is a sound well-constructed building of masonary walls with timber roof covered with asphalt.

2. The building serves the community as a necessary business site containing a plumbing shop as well as producing revenue to offset part of the cost of construction.

3. There are no fumes, smoke or objectional discharge from the present activity in the building. The possibility of damage to the highway structure by fire is negligible as no highly combustible material is stored in the building or on the grounds. The building itself does not pose a serious fire hazard as the highway structure at this point (Sta. 317+32) has a vertical clearance of 70 feet above the building and a horizontal clearance of 15 feet to the nearest pier. The State will control the use and occupancy to keep the hazards to a minimum.

4. There is no access to the highway to endanger the safety of the traveling public or impair the full unrestricted use of the constructed facility.

We wish to retain in service this building now rented to a plumbing shop at a monthly rental of $100 for an indefinite period. The R/W and construction projects are nearing completion and this encroachment approval is necessary for final acceptance of the construction project. We are now finaling the right of way project with all credit received to date along with the projected credits for the next five years applied to the project. If something should terminate the rental in this extended period we would not ask reimbursement and accordingly if the rental exceeds the five year period we will retain these receipts as per Par. 22 of IM21-3-62.

Attached please find a letter from our right of way engineer and two copies of a R/W sketch map of the area. If any further information is necessary please let us know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:slh

cc: F. B. Klaboe
I. D. Merchant
D. H. Moehring
R. N. Chase

RECEIVED
FEB 3 - 1967
FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

January 27, 1967

Oregon State Highway Commission

Re: Pending Cases

Gentlemen:

The following is a report on pending cases of interest where the Commission is a party:

State of Oregon vs. Tug "Go Getter", et al., L-5163: This is the libel case in admiralty filed in the U. S. District Court of Oregon to recover damages to the Bullards Bridge caused when a barge under tow of the above-named tug rammed the bridge pier.

The owners of the tug "Go Getter" have filed an undertaking on the part of United Pacific Insurance Company for $58,000.00, the claimed value of the tug. It has also filed a petition with the court to limit its liability to the value of the tug. Such an order is permissible in admiralty law unless it can be shown there was negligence on the part of the owners as distinguished from negligence in operation on the part of the crew.

Olson Towboat Company and the Oliver J. Olsen Company, owners of the barge and other towboat whose master was involved, have executed a mortgage on the tug Virginia Phillips in the amount of $25,000.00 as security for the release of this tug from attachment. They have also endorsed to the State of Oregon insurance policies as security for any judgment totalling in excess of $2,000,000.00. Mr. William White, the special attorney who has been employed to assist in this case, advises me that he is of the opinion that the above bond, mortgage and insurance adequately covers the security for the above defendants to respond to any judgment which the State may obtain against these companies as a result of the collision.

I cannot now predict how soon a trial on the merits will be set. As of this writing we are scheduled to take the deposition of Captain May, the Master of the Jean Nelson and others on January 27, 1967.

State vs. DeLong, L-4904: Since the last Commission meeting the court heard arguments on the defendants DeLong, Travelers Insurance Company and Raymond's demurrer to the State's complaint (U. S. Steel did not join in the demurrer). The court held that the State had improperly joined separate causes of action in joining these several parties in one complaint.

During the intervening period a great deal of study has been given to the manner of proceeding. In other words, whether three separate causes of action would be filed, seeking a declaratory judgment as to the State's rights against each party in separate cases.

It will be recalled the reason for joining U. S. Steel and Raymond was to seek a declaration of the court that DeLong, not the State, is liable to U. S. Steel for delay damages and to Raymond for the materials on hand at the time DeLong stopped working and which DeLong required Raymond to pay $330,000.00. (DeLong is suing Raymond for this amount in U. S. District Court for District of Columbia.)

Our theory has been revised and it is now proposed that a declaratory judgment be sought against DeLong and its surety (Travelers) to the effect that DeLong has breached its contract, damages therefor, and that the court find and adjudge that DeLong and Travelers are responsible for U. S. Steel's damages and the $330,000.00 material claim. Further that DeLong be required to hold the State of Oregon harmless from such claims. In other words, indemnify the State for the amount of any claims by U. S. Steel or Raymond. In this manner the latter two corporations will not need to be made parties to the suit at all.

A complaint on this theory has been drafted and will be filed.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
cc - Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. C. H. Maison
Mr. Robert Y. Thornton

REGION EIGHT
IDAHO
MONTANA
OREGON
WASHINGTON

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
222 S. W. Morrison Street
Portland, Oregon 97204

RECEIVED
JAN 18 1967

January 13, 1967

IN REPLY REFER TO
08-00.21

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

Through: A. W. Parsons, Division Engineer

Dear Mr. Cooper:

We wish to express our appreciation for the assistance rendered by your department in the conduct of field tests of the ultrasonic scour meter developed for the Bureau of Public Roads by Automation Industries, Inc.

We are particularly appreciative of the fine cooperation and excellent work by Mr. Cunningham and his crew at Astoria in furnishing boats, installing the meter, tracks, and tide gage on the test pile, making space available to us in his office for testing equipment, and sharing the experience he has gained during construction of the Astoria-Megler Bridge in regard to weather, tides, waves, wind, etc.

The interest and cooperation shown by your bridge engineers Messrs. Merchant and Rear are also appreciated and indicate the degree of professional interest in the bridge pier scour problem.

The Washington office has advised us that one result of the field testing of the scour meter is that further simplification of the electronic system and data reduction appear desirable. They propose having the instrument delivered to the Fairbank Highway Research Station for study of the possibility of using recording instruments which would plot scour contours directly.

Because of the need for further work on the instrument and the recording system, we anticipate that it will be some time before the instrument can be made available for use by the interested highway departments.

Copy - [illegible]
1-18-67

Sincerely yours,

B. M. French

B. M. French
Regional Engineer

NOTED
TOM EDWARDS

NOTED
R. L. PORTER

RECEIVED
DEC 13 1966

FORM [illegible] SP 23500-724

FOR FILING

[illegible] ([illegible])

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 9, 1966
Salem, Oregon

To: Floyd Query
Secretary to Hwy. Commission

OFFICE

SUBJECT: Astoria Bridge Steel
Superstructure
Contract 6124
U. S. Steel Corporation

In the very near future we will be paying a semi-final and final estimate on this contract. The Bridge Division has in its files innumerable complaints from individuals and insurance companies of paint damage to vehicles, this damage allegedly caused by the contractor's painting operations.

Our handling of these complaints has been to pass them along to the general contractor with copies to his surety on the bond. The surety may or may not have been furnished copies of all of the complaints. In your usual notice to the contractor's surety please stress the existence of these many complaints, which, insofar as we know, have never been answered nor satisfied by the contractor. I am afraid that if the contractor does not satisfy these complaints in some way, the State may be held liable.

I can furnish you a list or copies of the complaints that I have in Bridge Department files but am not in a position to know whether or not it would be a full listing of all complaints.

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

CAG:jf
cc: Tom Edwards
C. H. Nelson
L. H. Young

NOTED
TOM EDWARDS

RECEIVED
DEC 12 1966
OFFICE

RECEIVED
AUG 4 - 1966
FOR FILING

u F-003 1 (14)

624

August 3, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Attention Mr. R. M. Arenz

Your File: 08-35.6

Dear Sir:

As discussed with you by phone, the Highway Department will have no objection to the Bureau's installation of an ultrasonic scour meter on the Astoria Bridge.

I might remind you that all of the main piers are protected by riprap and that the only suitable location for the installation of the scour meter is on the Desdemona Sands Viaduct section.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant (enc.)
L. H. Young (enc.)

TE:ja

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Tom Edwards

DATE: July 20, 1966

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon
By: R. M. Arenz
Acting Division Engineer

SUBJECT: Location of a bridge site in Oregon suitable for acceptance testing of the Ultrasonic Scour Meter

As previously discussed with Mr. Merchant, the Bureau of Public Roads Office of Research and Development in Washington, D. C. is desirous of finding a suitable location to install and observe a new Ultrasonic Scour Meter. Several possible bridge locations in Oregon were furnished our Washington, D. C. office and these were later inspected in the field.

We have now been advised that the Astoria Bridge has been determined as a possible suitable location for installation of the scour meter.

We now would like to know if the Astoria Bridge would be available for such a test installation, if authorization would be given for access to the bridge piers, and if permission to install a set of vertical tracks on the face of a pier would be granted.

Your early answer would be appreciated so that final site selection can be made and instrumentation completed by mid-August.

Copy to Mr. Porter
7-21-66

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 20 1965
FOR FILING

6124

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

=(36)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA016 CTA105 WD105

WA TFL002 COLLECT=WF WASHINGTON DC 18 1130A EDT=

1965 OCT 18 AM 9 21

HONORABLE ROBERT Y THORNTON, ATTY GENERAL OF OREGON=
SUPREME COURT BLDG SALEM ORG=

PETITION FOR CERTIORARI DELONG CORPORATION AGAINST OREGON STATE HIGHWAY COMMISSION DENIED TODAY. ADVISE ASSOCIATES=

JOHN F DAVIS CLERK=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
OCT 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

R[illegible]
SEP 30 1965

FOR FILING

U-F [illegible] -1(m)

6174

Mr. Porter:

Apparently Mr. Rohde isn't going to do anything with this. It might as well be filed.

VDW:sw
9-29-65

1236

Mr. Porter:

The attached is in line with your suggestion that I write to The Staten Island Rapid Transit Railway Company.

Please advise how you wish me to reply.

VDW:sw
9-7-65

Rohde will give info.

~~9-15~~
9-24 ~~9-22~~

THE STATEN ISLAND RAPID TRANSIT RAILWAY COMPANY
ENGINEERING DEPARTMENT
BALTIMORE, MARYLAND 21201

August 31, 1965.

cc Rohde
9-7-65

7/1/64

Mr. Victor D. Wolfe,
Administrative Assistant,
State of Oregon,
State Highway Department,
Salem, Oregon 97310

Dear Mr. Wolfe:

Reference is made to your letter, dated August 17, 1965, regarding foundation difficulties experienced during construction of the Arthur Kill Bridge for The Staten Island Rapid Transit Railway Company, Staten Island, New York.

Since this project is under litigation at the present time, it has been our policy not to release any written information regarding construction. However, we would be agreeable to discussing this project with your representative in Baltimore if you so desire.

Very truly yours,

J. T. Collinson
J. T. Collinson.
Chief Engineer.

RECEIVED
SEP 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

(1236)
8-31

August 17, 1965

AIRMAIL

Staten Island Rapid Transit
Railroad Company
Baltimore, Maryland 21201

Gentlemen:

The November 28, 1957, issue of "Engineering News-Record" carries a news item regarding foundation difficulties on one of the lift span piers of the Arthur Kill Bridge being constructed for the Staten Island Rapid Transit Railroad Company.

The article indicates that although tremie concrete was specified in the contract, the tremie concrete was replaced by concrete placed by the intrusion prepakt method and that after completion, approximately ten feet of the top of the pour was ordered removed because it did not meet specification requirements.

The State of Oregon has been subject to a similar experience on a recent contract. The Oregon State Highway Department is very desirous of obtaining a copy of the report on the construction difficulties encountered and the measures taken in the pier reconstruction.

If at all possible, will you please furnish the Highway Department with a copy of the report on the above construction; and if there is any charge, bill the Highway Department for the same.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

bc: Forrest Cooper
R. L. Porter
Tom Edwards
G. E. Rohde
I. D. Merchant

IDM:mm sw

1236

FORM K-30 50M 7-64 SP*6228-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 22, 1965
Salem, Oregon

To: Mr. G. E. Rohde
Chief Counsel
Office

SUBJECT: Columbia River Bridge
Astoria, Oregon

B V

REFERRED TO
Aug 10
BY DEPUTY STATE HIGHWAY ENGINEER

Bob Ellison, the Resident Engineer on the Astoria Bridge recently forwarded to me an excerpt from the Engineering News-Record which indicates a failure of a main pier on the bridge between Elizabethport, New Jersey and Howland--Staten Island (New York City). Apparently the bridge is owned by and erected for the Staten Island Rapid Transit Railroad Co., a subsidiary of the Baltimore & Ohio Railroad. This pier was originally proposed to be erected with a tremie operation but was subsequently changed to an Intrusion Prepakt. Apparently this bridge was constructed during the year 1957.

I believe it would be interesting and of some assistance to us in defending or prosecuting the claim with DeLong Corporation to have further information concerning the experience of the railroad company. After you have had an opportunity to look over the report, I would be pleased if you would advise what further investigation or action is desired.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap
Enc.

cc Mr. Forrest Cooper
Mr. R. L. Porter ✓
Mr. Alan H. Johansen
Mr. Ivan D. Merchant
Mr. Walter Cathey
Mr. R. W. Ellison
Mr. Raymond Archibald
Mr. Carl A. Trexel
Mr. A. L. Elliott
Mr. George Stevens
Mr. Tom Edwards

REFERRED TO
Dick
BY DEPUTY STATE HIGHWAY ENGINEER
See me please

RECEIVED
JUL 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONFIRMATION MEMO

OSHD Legal-
To Geo. Rohde DATE 9/28/64

Re: Col. R. Br. @ Astoria.

Enclosed please find copy of article from 'Engineering News Record', date of Nov. 28 '57, relative to removal of an unsatisfactory seal in a bridge across the Arthur Kill in N.Y. Looks very similar to our situation except that concrete could be cored. Further investigation of this job could prove interesting. SIGNED R.W. Ellison

---

PLEASE REPLY HERE

To ________ DATE ________

SIGNED ________

NOTE — INDIVIDUAL ORIGINATING CONFIRMATION MEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS, ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMATION MEMO.

tive over the outlook for lump-sum akey construction. Most of them strongly opposed but agree they be forced into it by the owners.

is significant that the traditional also is held by most of the nuclear neering firms now breaking into power business. Conventional er design specialists concede a e of the business to the newcomers.

.S. manufacturers are doing little ing for the record, but two recent nts may offer a clue. Under re- d ground rules for construction of a p of nuclear plants in the AEC onstration program, companies are contract lump-sum with AEC for nuclear portions, while owner utili- are to be responsible for conven- al portions. Two of the projects ntly fell through when equipment ers who had given AEC tentative es boosted them suddenly. The ects were Rural Cooperatives Power ciation's Elk River, Minn., plant lving American Machine & ndry Co., and Wolverine Electric perative's Hersey, Mich., project lving Foster Wheeler Corp.

Another sign of the times can be found in a recent call by AEC for design proposals for a 40.000 kw plant to be powered by a "Calder Hall" type reactor. AEC invited proposals from architect-engineer firms who have to include the name of subcontractor firms which would perform the nuclear reactor portion of the design work.

Of equal significance to this apparent recognition of consulting engineers by AEC was the fact that 31 firms submitted proposals. This large turnout, recapitulated in the accompanying table, is strong indication that consultants are not after the atom.

The signs seem to indicate, then, that the crazy-quilt nuclear power business will unravel as the engineer-constructors say it will.

But everyone recognizes that the owning utilities will call the tune and that they haven't composed the music yet. To be sure, they will be influenced by the desires of the engineers and manufacturers, but in the last analysis the utilities are in a buyers' market as far as building power plants is concerned.

ig Lift Span Job Hits Snag

Removal of at least part of main footing is ordered when tests indicate concrete does not meet specs

orkmen this week are busy remov- at least the top 10 ft of recently d concrete from the west pier ng of what is to be the world's st lift span bridge.

he order to remove the concrete wed tests on cores that indicated the concrete as placed has a vari- compressive strength far below called for in the specifications. core tested broke at only 336 psi n though preliminary tests on les of the materials used withstood 2,000 psi at 7 days, and a core of alone, taken from the top of the l pour, withstood 4,750 psi.

e footing in question is a steel pile-encased rectangle, seated 11 rock, beneath 39 ft of water. It ures 62.5 ft wide, 68 ft long and ft thick.

e bridge, a 1,647 ft long struc- to span the Arthur Kill between bethport, N. J. and Howland Staten Island (New York City), ned by the Staten Island Rapid it Railroad Co., a subsidiary of Baltimore & Ohio Railroad. The ain piers are to support more than tons of structural steel, including ft lift span.

sons and method—With no over- n above the rock bottom of the r Kill (a connecting waterway between Newark and Raritan Bays) in which to anchor the sheeting, and with a reversible current in the stream of 4 to 6 knots the river pier was recognized as a ticklish job from the start.

However, Charles F. Vachris Inc., of New York, the general contractor on the substructure, completed installation of the sheeting late in July. Parsons, Brinckerhoff, Hall & Macdonald, New York consulting engineers who designed but did not supervise construction, had called for a tremie operation.

The contractor suggested and received approval for a plan to install the footing by the Intrusion Prepakt method of first placing the stone, then pumping in grout to make up the concrete. Specifications were written requiring an extra 2 ft of rock, above the planned elevation for the top of the footing, in order to help maintain uniform dispersement of the stone during grouting operations.

Accordingly, 4,599 cu yd of 3 in. dolomite was delivered to the site by barge starting Aug. 1.

A cement strike in progress at the time prevented any concrete work from starting for almost two weeks after the stone was in place.

• **Grouting operations**—On Aug. 13, Intrusion Prepakt, Inc., of Cleveland, as a subcontractor began actual grouting operations. Pipes to carry grout t .e lower sections were set, 10 ft on centers, before the stone was placed; pipes that would service upper areas were driven into the stone on 5 ft centers. Grouting operations were completed on Aug. 15.

During the course of operations, observers report, when the grout pipes became clogged (a common occurrence in pressure grouting) they were raised and cleared with water jets—or occasionally with compressed air.

• **Testing**—On Aug. 28, a subcontractor began efforts to remove a 6 in. dia. core from the northeast corner of the footing. No satisfactory recovery was made, and the initial failure was blamed on the whip of the drill shaft. But when the driller was also unable to get a suitable core from any other corner of the footing, it was decided to dewater, and take a 12 in. core. Suitable equipment for such a core was not available until Oct. 17, when new drilling started.

A 3.5 ft-deep core hole in the northwest corner of the footing produced 3 ft of core in two pieces—one 8 in. long, the other, 28 in. long. An additional 6.5 ft of drilling resulted in no core recovery.

The longer of the two pieces recovered was dressed and tested at the Haller Testing Laboratories, Plainfield, N. J. It fractured under a pressure of 336 psi. From another hole 52 in. deep, two cores—one 20 in. in length and the other 23 in. long—were recovered. An additional 68 in. of drilling recovered no core. The two cores broke at 2,031 psi and 2,075 psi.

• **Action**—Because 3,000 psi concrete is specified, a meeting was held at the job site on Nov. 13, attended by representatives of the contractor, Prepakt, the railroad and the Corps of Engineers.

As a result of that meeting, the removal of at least the top 10 ft of the footing was ordered.

The position of the Corps of Engineers was made clear in a statement to ENR by Col. T. D. F. Rogers, district engineer: "Under the Truman-Hobbs act, the government has an agreement with the railroad to the effect that, if certain work is accomplished according to certain specifications, the government will pay for a share of the work done. At the moment the work in question has not been completed according to specifications. Therefore, the Corps cannot authorize full payment."

No other statements have been forthcoming from the railroad—which is supervising the construction—from Prepakt or from the Vachris organization, other than that investigations are continuing as to the cause and extent of the condition.

RECEIVED
SEP 9 - 1965

FOR FILING
U-F-M2-1(14)

1124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 1, 1965
Salem, Oregon

SUBJECT:

To: Mr. Forrest Cooper
State Highway Engineer

OFFICE

yellow copy in [illegible] Bridge [illegible]

Sometime ago you asked for a short report on the Astoria Bridge costs. Following is a tabulation of that portion that is constructed with bond funds:

Preliminary Engineering	$ 327,130.05
Right of Way	151,696.04
Construction Engineering	1,976,690.99
Construction	24,773,042.39
Subtotal	$27,228,559.47
Interest Cost During Construction	3,014,100.00
Total	$30,332,659.47

This total does not contemplate any recovery from the DeLong Corporation. In my opinion, this could be anything from $2½ to $5 million if we prevail.

R. L. Porter
R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Victor D. Wolfe

NOTED
FORREST COOPER

Oregon State Highway Department

Summary Statement of Actual and Estimated Expenditures

Astoria Bridge

May 31, 1965

Page 1 of 2

		Estimated Total Costs
Preliminary Engineering:		
Expenditures to May 31, 1965	$ 327 130 05	
Estimated Cost to Complete	—	
Total Preliminary Engineering		$ 327 130 05
Right of Way:		
Expenditures to May 31, 1965	$ 144 059 53	
Engineering Cost to May 31, 1965	7 636 51	
Estimated Cost to Complete	—	
Total Right of Way		151 696 04
DeLong Company — Contract No 6124		
Expenditures to May 31, 1965	$ 4 017 509 06	
Engineering Costs to May 31, 1965	430 140 91	
Amount Retained from Contractor	393 401 65	
Estimated Cost to Complete	—	
Total		4 841 051 62
Raymond International Inc. — Contract No. 6467:		
Expenditures to May 31, 1965	$ 3 423 464 45	
Engineering Cost to May 31, 1965	175 131 87	
Amount Retained on Contract	267 948 20	
Estimated Cost to Complete	1 904 455 47	
Total		5 770 999 99
J. H. Pomeroy & Ben Gerwick — Contract No. 6246:		
Expenditures to May 31, 1965	$ 3 438 714 88	
Engineering Cost to May 31, 1965	190 021 80	
Amount Retained on Contract	185 557 00	
Estimated Cost to Complete	[illegible]	
Total		4 039 553 72
U.S. Steel Corporation — Contract No. 6268		
Expenditures to May 31, 1965	$ 5 879 706 40	
Engineering Cost to May 31, 1965	[illegible]	

		Total Costs
Preliminary Engineering:		
Expenditures to May 31, 1965	$ 327 130 05	
Estimated Cost to Complete	—	
Total Preliminary Engineering		$ 327 130 05
Right of Way:		
Expenditures to May 31, 1965	$ 144 059 53	
Engineering Cost to May 31, 1965	7 636 51	
Estimated Cost to Complete	—	
Total Right of Way		151 696 04
DeLong Company – Contract No. 6124		
Expenditures to May 31, 1965	$ 4 017 509 06	
Engineering Costs to May 31, 1965	430 140 91	
Amount Retained from Contractor	393 401 65	
Estimated Cost to Complete	—	
Total		4 841 051 62
Raymond International Inc. – Contract No. 6467:		
Expenditures to May 31, 1965	$ 3 423 464 45	
Engineering Cost to May 31, 1965	175 131 87	
Amount Retained on Contract	267 948 20	
Estimated Cost to Complete	1 934 455 47	
Total		5 770 999 99
J. H. Pomeroy & Ben Berwick Contract No. 6246:		
Expenditures to May 31, 1965	$ 3 438 714 88	
Engineering Cost to May 31, 1965	190 029 80	
Amount Retained on Contract	188 857 00	
Estimated Cost to Complete	221 952 04	
Total		4 039 553 72
U.S. Steel Corporation – Contract No. 6[illegible]8		
Expenditures to May 31, 1965	$ 5 877 [illegible]	
Engineering Cost to May 31, 1965	105 [illegible]	
Amount Retained from Contractor	506 [illegible]	
Estimated Cost to Complete	4 895 641 92	
Total		11 387 045 75

Summary Statement of Actual and Estimated Expenditures
Astoria Bridge
May 31, 1965

Page 2 of 2

WILSON JONES

		Estimated Total Cost
Umpqua River Navigation Company - Contract No 6527		
Expenditures to May 31, 1965	$258 448 43	
Engineering Cost to May 31, 1965	12 841 30	
Amount Retained from Contractor	19 262 50	
Estimated Cost to Complete	346 813 07	
Total		637 365 30
Pacific Concrete Company - Contract 6499:		
Estimated Construction Items (Toll Facilities)		73 718 00
Interest Cost During Construction		3 104 100 00
Total Estimated Cost		$30 332 659 47
Summary		
Preliminary Engineering		$327 130 05
Right of Way		151 696 04
Construction Engineering		1 976 690 99
Construction		24 773 042 39
Sub Total		$27 228 559 47
Interest Cost During Construction		3 014 100 00
Grand Total		$30 332 659 47

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

STATE OF OREGON, by and through its State Highway Commission,

Plaintiff,

vs.

DeLONG CORPORATION, TRAVELERS INDEMNITY COMPANY, UNITED STATES STEEL CORPORATION, and RAYMOND INTERNATIONAL INC.,

Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT

Comes now the plaintiff and for cause of suit complains and alleges as follows:

I

At all times herein mentioned the above-named Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, or their predecessors in office, were and still are the duly appointed, qualified and acting members of the Oregon State Highway Commission, and constituted and now constitute the said Commission.

II

The DeLong Corporation, herein referred to as "DeLong," is a foreign corporation authorized to do business in the State of Oregon, with its principal place of business in this state in Clatsop County.

III

Travelers Indemnity Company, herein referred to as "Travelers," is a foreign corporation duly authorized to transact a surety business in the State of Oregon, with agent for service residing in Marion County.

IV

United States Steel Corporation, herein referred to as "U. S. Steel," is a foreign corporation authorized to do business in the State of Oregon.

V

Raymond International, Inc., herein referred to as "Raymond," is a foreign corporation authorized to do business in the State of Oregon.

VI

On or about June 29, 1962, after competitive bidding and pursuant to the applicable statutes, plaintiff and DeLong in Marion County, entered into a written contract calling for the construction by DeLong of certain piers, to constitute a portion of the substructure of a bridge across the Columbia River, said contract being more particularly described as Columbia River Bridge, Astoria, Oregon--Pt. Ellice, Washington, Substructure for Steel Spans, Bridge No. 7949, Contract No. 6124. Performance of said contract by DeLong was to be in Clatsop County, and in the State of Washington. A true copy of said contract, marked "Exhibit A", is attached hereto and by this reference made a part hereof. The Oregon State Highway Department's "Standard Specifications for Highway Bridge Construction" (issue of May 1, 1954), constitutes a part of said contract, and a true copy thereof, marked "Exhibit B", is attached hereto and by this reference made a part hereof.

VII

On or about June 29, 1962, DeLong as principal and Travelers as surety, executed and delivered to plaintiff, as obligee, a performance bond in the amount of $7,863,033.00, conditioned upon the faithful performance by DeLong of the above-described Contract No. 6124, for construction of the bridge piers described therein. Said bond is attached to said Contract No. 6124, and a true copy thereof is included within "Exhibit A" hereto. Any and all sums payable to plaintiff under and by reason of said bond are payable in Marion County.

VIII

Following the execution of the contract and bond, as described in paragraphs VI and VII above, DeLong commenced performance of said Contract No. 6124.

IX

Subsequently, DeLong failed to faithfully perform its obligations under said contract, and breached the express terms thereof, in many particulars including but not limited to the following:

(1) Said defendant abandoned said project by gradually decreasing the amount of work over a period of several weeks until, immediately prior to April 2, 1964, said defendant's forces were almost totally inactive on the project.

(2) Said defendant persistently and repeatedly refused and failed to supply enough properly skilled workmen for the efficient prosecution of the project.

(3) Said defendant failed to remove and replace defective work, as directed by the plaintiff's engineer, particularly a defective seal at Pier 169.

(4) Said defendant failed to make prompt payment for all materials and labor.

(5) Said defendant persistently disregarded the instructions of the engineer to proceed with the work.

(6) Said defendant was unable or unwilling to proceed with the contract according to its terms.

(7) Said defendant failed to vigorously prosecute the work.

(8) Said defendant failed to complete Units 1, 2 and 3 of the contract, and was obviously unable to complete Unit 4 thereof, by the respective completion dates therefor.

X

By reason of DeLong's failure to faithfully perform and its breach of said Contract No. 6124, as more fully described in paragraph IX above, and pursuant to the provisions of said contract, plaintiff was obliged to and did, on April 2, 1964, terminate the employment of DeLong and cancel said contract by causing to be delivered to DeLong and to Travelers written notice, a true copy of which is set forth in "Exhibit C", attached hereto and by this reference made a part hereof.

XI

Subsequently, on April 10, 1964, plaintiff notified DeLong and Travelers, pursuant to the provisions of said Contract No. 6124, of its election to take possession of certain of DeLong's materials and equipment on and for use on said pier construction project, by written notice, a true copy of which is set forth in "Exhibit D", attached hereto and by this reference made a part hereof. Contrary to its obligations and the rights of plaintiff under said Contract No. 6124, DeLong refused to deliver said materials and equipment to plaintiff.

XII

Plaintiff afforded to Travelers, as surety for DeLong, ample and reasonable opportunity to complete the work remaining to be done under said Contract No. 6124, but Travelers failed to do so.

XIII

Said Contract No. 6124, among other provisions, provides for completion of the work in four segments or units, with separate completion dates for each unit specified as follows:

Unit 1 to be completed on or before October 31, 1963;
Unit 2 to be completed on or before November 30, 1963;
Unit 3 to be completed on or before January 31, 1964;
Unit 4 to be completed on or before June 30, 1964.

XIV

Said Contract No. 6124, among other provisions, provides for liquidated damages in the sum of $2,000.00 per day, on account of late completion.

XV

As of April 2, 1964, the date of termination of DeLong's employment and cancellation of said Contract No. 6124, DeLong had failed to complete Units 1, 2 or 3 of said contract, and liquidated damages by reason thereof had accrued in favor of plaintiff in the amount of $308,000.00.

XVI

By reason of DeLong's failure to faithfully perform and its breach of the express provisions of said contract, plaintiff has sustained and will sustain additional damage in an amount in excess of $5,000,000.00, over and above any amounts earned by DeLong and unpaid by plaintiff. The exact amount of plaintiff's damage cannot be ascertained until determination of all matters herein alleged.

XVII

DeLong has denied any breach of said Contract No. 6124, and has asserted, which plaintiff denies, that plaintiff violated its duties thereunder, or that said contract was voidable, and resolution of the issues between plaintiff and DeLong and Travelers, as well as the issues hereinafter described between plaintiff and the other defendants, will require a determination of the respective rights and obligations of the parties under the terms of said Contract No. 6124.

XVIII

On or about May 10, 1963, U. S. Steel entered into a contract with plaintiff in Marion County, for the construction by U. S. Steel of a portion of the superstructure of said Columbia River Bridge, said contract being more particularly described as follows: Steel Superstructure, Columbia River Bridge, Astoria, Oregon--Pt. Ellice, Washington, Contract No. 6268. Performance of said contract on the part of U. S. Steel was and is to be in Clatsop County and in the State of Washington.

XIX

The work to be performed by U. S. Steel consisted of the construction of the bridge superstructure on the piers to be constructed by DeLong. The rate of progress of U. S. Steel's project was necessarily limited by the rate at which DeLong completed and made available the supporting piers therefor.

XX

U. S. Steel has asserted and continues to assert that as a result of the delay in completion of the piers, it will sustain substantial damages by reason of the consequent delay in completion of its superstructure contract, and that under the terms of the contract between plaintiff and U. S. Steel, plaintiff is liable to U. S. Steel for such damages.

XXI

Plaintiff denies that U. S. Steel will sustain any substantial damages, and denies that it is liable for any such damages which U. S. Steel may sustain, and contends and alleges that under the terms of the respective contracts, any and all liability to U. S. Steel for any damages arising from delay, rests upon Delong and Travelers.

XXII

On or about July 13, 1964, after competitive bidding, plaintiff and Raymond entered into a contract in Marion County for the completion, by Raymond, of the work left uncompleted by DeLong, and for the removal and replacement of certain defective and unacceptable work theretofore performed by DeLong. Said contract is more particularly described as follows: Columbia River Bridge, Astoria, Oregon--Pt. Ellice, Washington, Completion of Substructure for Steel Spans, Bridge No. 7949, Contract No. 6467. Performance of said contract on the part of Raymond was and is to be in Clatsop County and in the State of Washington.

XXIII

Raymond assured plaintiff that plaintiff would not be obliged to obtain for Raymond certain of the materials and equipment previously brought to the project by DeLong, for use thereon, and of which plaintiff had rightfully claimed possession by notice to DeLong, as more fully alleged in paragraph XI hereof. DeLong had theretofore wrongfully and forcibly refused to deliver said materials and equipment to plaintiff. Plaintiff relied on and assented to Raymond's assurances that it had made its own arrangements with DeLong to obtain said materials and equipment at no additional cost to the plaintiff.

XXIV

Plaintiff further contends and alleges that under the terms of its award to and agreement with Raymond, plaintiff was under no obligation to furnish or provide any of said materials or equipment to Raymond. Raymond has asserted and continues to assert that under the terms of said agreement, plaintiff was required to obtain said materials or equipment at its own expense, and to make them available to Raymond.

XXV

Subsequently, Raymond advised plaintiff that Raymond had agreed to obtain said materials and equipment from DeLong for the sum of $333,158.45, and demanded that plaintiff pay said sum. Plaintiff refused to do so, and contends and alleges that no contractual or other obligation from plaintiff to Raymond exists requiring such payment or any part thereof.

XXVI

Plaintiff at no time, expressly or by implication, authorized Raymond to agree, on plaintiff's account, to pay said sum or any other sum to DeLong for said materials and equipment.

XXVII

On or about January 5, 1964, Raymond advised plaintiff that DeLong had filed an action against Raymond in the United States District Court for the District of Columbia, to recover the sum of $333,158.45, plus interest, attorney's fees and costs. Raymond provided plaintiff with a copy of the Complaint in said cause, a copy of which, marked "Exhibit E", is attached hereto and by this reference made a part hereof, and tendered plaintiff the defense of said action. Plaintiff refused said tender of defense.

WHEREFORE, plaintiff prays that the court declare the rights and obligations of the parties, and for judgment, as follows:

A. That plaintiff have and recover judgment from DeLong and Travelers in the sum of $308,000.00 as liquidated damages for delay, and the further and additional damages sustained by the plaintiff as a result of DeLong's failure to faithfully perform and its breach of the express provisions of said Contract No. 6124, in the sum of $5,000,000.00 or such other sum as the court finds to be due and owing, after any credits or offsets to which DeLong may be entitled, and for plaintiff's costs and disbursements herein.

B. That plaintiff is not liable to U. S. Steel for any damages which U. S. Steel has sustained or may sustain by reason of delay in the completion of the piers.

C. That any and all liability to U. S. Steel for any such delay demages rests upon DeLong and Travelers.

D. That plaintiff is not liable to DeLong or to Raymond on or by reason of any agreement those parties may have entered into between themselves.

E. That plaintiff has no obligation to defend Raymond in the above described action by DeLong in the District of Columbia, or any other action for the same cause, or to pay any part of such judgment as may be entered therein.

F. That plaintiff has no financial obligation with respect to materials and equipment obtained by Raymond from DeLong or if the court should determine that such obligation exists, that it is limited to the reasonable value or rental value of such materials and equipment as a credit or offset against the damages plaintiff has sustained by reason of LeLong's failure to perform and breach of Contract No. 6124.

G. For such other or further relief as to the court may appear just and proper.

ROBERT Y. THORNTON
Attorney General of the State of Oregon

G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

J. ROBERT PATTERSON
Assistant Attorney General and Chief, Trial
Section, State Highway Commission

GEORGE A. RHOTEN
Special Assistant Attorney General

By G. E. ROHDE

Attorneys for Plaintiff

RECEIVED
SEP 2 - 1965
FOR FILING

H-1 008-1 (14)

6174

September 1, 1965

Mr. Robert J. Moser
5604 N. E. 45th Street
Vancouver, Washington

Dear Sir:

This is in answer to your request of August 20 for information on the Columbia River Bridge between Astoria, Oregon and Point Ellice, Washington.

This bridge has an overall length of 4.1 miles and is, of course, one of the major river crossings in the United States. Its main component is the three-span truss crossing the south ship channel. This truss is defined as a continuous through truss and consists of spans 616, 1,232, and 616 feet, respectively, in length. It provides a ship channel opening 1,070 feet in width and a ship clearance of 198 feet above mean high water. The highest point of the structure itself is 355 feet above mean high water. As to the truss itself, we are unable, without research, to state that it is the longest in the world but we do know that it is an unusually long structure for this design.

The dictionary defines the words "bridge" and "viaduct" in terms which indicate that they might be used interchangeably. It is believed that normal bridge parlance among bridge engineers incorporates the word viaduct when talking about a type of construction -- namely, that of a series of short spans -- and that the term is used to describe the type of construction and not whether it crosses land or water or both.

In some instances, the term "causeway" is used where the structure crosses water; for example, there is a structure across Lake Pontchartrain northerly of New Orleans some 24 miles in length that was termed a bridge at the time it was constructed, but is now shown on the Louisiana Highway Map as a causeway. I believe the Florida-Key West structure is also known as a "viaduct" though often called a causeway.

The south channel half of the Astoria bridge span is being erected at the present time. Weather permitting, erection of the span should be completed in December of this year. Steel for this particular part of the structure was fabricated by the United States Steel Corporation at their Gary, Indiana plant, with the exception that a small part of the deck system was fabricated for the United States Steel Corporation by the Worden-Allen Company at their Milwaukee, Wisconsin plant. All steel was shipped to Vancouver, Washington for cleaning, partial painting, and partial assembly and then transported down river by barge to the bridge site at Astoria for erection in the structure.

Target date for completion of the structure and its use by traffic is midsummer 1966.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Ivan Merchant

CAG:mm/TE:jwa

[illegible] 26, 1965

[illegible]
Bridge Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear [illegible]:

As a [illegible] [illegible], [illegible] [illegible] [illegible] on Vancouver bridges [illegible] that I wrote you in order to get [illegible] [illegible] concerning the Astoria-Megler [illegible]. [illegible] [illegible] [illegible] [illegible] [illegible] my questions, but [illegible] [illegible] [illegible] I [illegible] [illegible] [illegible] [illegible] [illegible] article [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]. I believe [illegible] death of [illegible] [illegible] ferry will [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the last one on the Columbia. I'm also in the process of [illegible] [illegible] this.

Conflicting reports in the [illegible] [illegible] [illegible] [illegible] have me confused. One said the [illegible] [illegible] and deep channel [illegible] be 800 [illegible] above the water and [illegible] feet long, the other said [illegible] feet high and [illegible] feet long. The Astoria paper said this [illegible] would be the longest through [illegible] span in the world. Would you please tell me if that is true and exactly what the length of the span will be, and its height above the ship channel?

Also, the Astoria paper said (and the Oregonian too) this bridge would be the nation's longest, excluding the S.F.-Oakland Bay which is actually two bridges. Is this correct? If so, could you please define a bridge for me. What is the thing that goes to the west? If the [illegible] Astoria-Megler bridge was like the Desdemona Sands [illegible], would it be a bridge?

Just [illegible] 2 more questions please: When will the long span over the ship channel be put into place, and where is it being fabricated? Finally, could you tell me what month the bridge will be ready for traffic? My latest information is September 1966. ??

I am most anxious to get the most correct information possible before submitting my article for publication in about August [illegible]. I do hope you will be able to find time to help me, and let me say [illegible] that whatever you are able to do will be appreciated.

Sincerely,

Robert J. [illegible]
[illegible] N.E. 45th St.
Vancouver, Washington

RECEIVED
AUG 31 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 19 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

UF-003-1 (14)

6124

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 16, 1965

Mr. George W. Mead
Attorney at Law
1211 Public Service Building
Portland, Oregon 97204

Re: DeLong Corporation
Astoria Bridge

Dear Mr. Mead:

It has taken some time to obtain the necessary factual information upon which to reply to your letter of August 5, 1965. It is understood the State's Resident Engineer has already notified DeLong Corporation's local representative that the rebar material, amounting to some 160,000 lbs., presently located at Tongue Point, is excess material ordered by DeLong. As such, DeLong Corporation is still the owner thereof and may make such disposition of the same as it sees fit.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg

CC - The Travelers
Logan Building
500 Union Street
Seattle, Washington 98101

bc: Mr. Floyd Query
Mr. Ivan Merchant
Mr. Tom Edwards
Mr. Robert Ellison

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

RECEIVED
AUG 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 3 - 1965

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6134

SP*6223-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 22, 1965
Salem, Oregon

SUBJECT: Columbia River Bridge
Astoria, Oregon

To: Mr. G. E. Rohde
Chief Counsel
Office

Bob Ellison, the Resident Engineer on the Astoria Bridge recently forwarded to me an excerpt from the Engineering News-Record which indicates a failure of a main pier on the bridge between Elizabethport, New Jersey and Howland--Staten Island (New York City). Apparently the bridge is owned by and erected for the Staten Island Rapid Transit Railroad Co., a subsidiary of the Baltimore & Ohio Railroad. This pier was originally proposed to be erected with a tremie operation but was subsequently changed to an Intrusion Prepakt. Apparently this bridge was constructed during the year 1957.

I believe it would be interesting and of some assistance to us in defending or prosecuting the claim with DeLong Corporation to have further information concerning the experience of the railroad company. After you have had an opportunity to look over the report, I would be pleased if you would advise what further investigation or action is desired.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap
Enc.

cc Mr. Forrest Cooper ✓
Mr. R. L. Porter
Mr. Alan H. Johansen
Mr. Ivan D. Merchant
Mr. Walter Cathey
Mr. R. W. Ellison
Mr. Raymond Archibald
Mr. Carl A. Trexel
Mr. A. L. Elliott
Mr. George Stevens
Mr. Tom Edwards

NOTED
FORREST COOPER

RECEIVED
JUL 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONFIRMATION MEMO

OSHD Legal-

To Geo. Rohde DATE 9/28/64

Re: Col. R. Br. @ Astoria.

Enclosed please find copy of article from 'Engineering News Record', date of Nov. 28 '57, relative to removal of an unsatisfactory seal in a bridge across the Arthur Kill in N.Y. Looks very similar to our situation except that concrete could be cored. Further investigation of this job could prove interesting.

SIGNED R.W. Ellison

PLEASE REPLY HERE

TO ______ DATE ______

SIGNED ______

NOTE – INDIVIDUAL ORIGINATING CONFIRMATION MEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS. ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMATION MEMO.

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tive over the outlook for lump-sum key construction. Most of the strongly opposed but agree they be forced into it by the owners.

is significant that the traditional also is held by most of the nuclear neering firms now breaking into power business. Conventional er design specialists concede a e of the business to the newcomers.

S. manufacturers are doing little ng for the record, but two recent ts may offer a clue. Under re- d ground rules for construction of a p of nuclear plants in the AEC onstration program, companies are contract lump-sum with AEC for nuclear portions, while owner utili- are to be responsible for conventional portions. Two of the projects ntly fell through when equipment ers who had given AEC tentative es boosted them suddenly. The cts were Rural Cooperatives Power ciation's Elk River, Minn., plant lving American Machine & ndry Co., and Wolverine Electric perative's Hersey, Mich., project lving Foster Wheeler Corp.

Another sign of the times can be found in a recent call by AEC for design proposals for a 40.000 kw plant to be powered by a "Calder Hall" type reactor. AEC invited proposals from architect-engineer firms who have to include the name of subcontractor firms which would perform the nuclear reactor portion of the design work.

Of equal significance to this apparent recognition of consulting engineers by AEC was the fact that 31 firms submitted proposals. This large turnout, recapitulated in the accompanying table, is strong indication that consultants are not after the atom.

The signs seem to indicate, then, that the crazy-quilt nuclear power business will unravel as the engineer-constructors say it will.

But everyone recognizes that the owning utilities will call the tune and that they haven't composed the music yet. To be sure, they will be influenced by the desires of the engineers and manufacturers, but in the last analysis the utilities are in a buyers' market as far as building power plants is concerned.

ig Lift Span Job Hits Snag

Removal of at least part of main footing is ordered when tests indicate concrete does not meet specs

orkmen this week are busy removing at least the top 10 ft of recently d concrete from the west pier ng of what is to be the world's st lift span bridge.

he order to remove the concrete wed tests on cores that indicated the concrete as placed has a vari- compressive strength far below called for in the specifications. core tested broke at only 336 psi n though preliminary tests on les of the materials used withstood 2,000 psi at 7 days, and a core of alone, taken from the top of the l pour, withstood 4,750 psi.

e footing in question is a steel pile-encased rectangle, seated 11 rock, beneath 39 ft of water. It ures 62.5 ft wide, 68 ft long and ft thick.

e bridge, a 1,647 ft long structo span the Arthur Kill between ethport, N. J. and Howland Staten Island (New York City), ned by the Staten Island Rapid it Railroad Co., a subsidiary of altimore & Ohio Railroad. The ain piers are to support more than tons of structural steel, including ft lift span.

sons and method—With no overn above the rock bottom of the r Kill (a connecting waterway between Newark and Raritan Bays) in which to anchor the sheeting, and with a reversible current in the stream of 4 to 6 knots the river pier was recognized as a ticklish job from the start.

However, Charles F. Vachris Inc., of New York, the general contractor on the substructure, completed installation of the sheeting late in July. Parsons, Brinckerhoff, Hall & Macdonald, New York consulting engineers who designed but did not supervise construction, had called for a tremie operation.

The contractor suggested and received approval for a plan to install the footing by the Intrusion Prepakt method of first placing the stone, then pumping in grout to make up the concrete. Specifications were written requiring an extra 2 ft of rock, above the planned elevation for the top of the footing, in order to help maintain uniform dispersement of the stone during grouting operations.

Accordingly, 4,599 cu yd of 3 in. dolomite was delivered to the site by barge starting Aug. 1.

A cement strike in progress at the time prevented any concrete work from starting for almost two weeks after the stone was in place.

• Grouting operations—On Aug. 13, Intrusion Prepakt, Inc., of Cleveland, as a subcontractor began actual grouting operations. Pipes to carry grout the lower sections were set, 10 ft on centers, before the stone was placed; pipes that would service upper areas were driven into the stone on 5 ft centers. Grouting operations were completed on Aug. 15.

During the course of operations, observers report, when the grout pipes became clogged (a common occurrence in pressure grouting) they were raised and cleared with water jets—or occasionally with compressed air.

• Testing—On Aug. 28, a subcontractor began efforts to remove a 6 in. dia. core from the northeast corner of the footing. No satisfactory recovery was made, and the initial failure was blamed on the whip of the drill shaft. But when the driller was also unable to get a suitable core from any other corner of the footing, it was decided to dewater, and take a 12 in. core. Suitable equipment for such a core was not available until Oct. 17, when new drilling started.

A 3.5 ft-deep core hole in the northwest corner of the footing produced 3 ft of core in two pieces—one 8 in. long, the other, 28 in. long. An additional 6.5 ft of drilling resulted in no core recovery.

The longer of the two pieces recovered was dressed and tested at the Haller Testing Laboratories, Plainfield, N. J. It fractured under a pressure of 336 psi. From another hole 52 in. deep, two cores—one 20 in. in length and the other 23 in. long—were recovered. An additional 68 in. of drilling recovered no core. The two cores broke at 2,031 psi and 2,075 psi.

• Action—Because 3,000 psi concrete is specified, a meeting was held at the job site on Nov. 13, attended by representatives of the contractor, Prepakt, the railroad and the Corps of Engineers.

As a result of that meeting, the removal of at least the top 10 ft of the footing was ordered.

The position of the Corps of Engineers was made clear in a statement to ENR by Col. T. D. F. Rogers, district engineer: "Under the Truman-Hobbs act, the government has an agreement with the railroad to the effect that, if certain work is accomplished according to certain specifications, the government will pay for a share of the work done. At the moment the work in question has not been completed according to specifications. Therefore, the Corps cannot authorize full payment."

No other statements have been forthcoming from the railroad—which is supervising the construction—from Prepakt or from the Vachris organization, other than that investigations are continuing as to the cause and extent of the condition.

RECEIVED
JUL 12 1965

FOR FILING
11-F-003-1(14)

6124

A

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1965

SUBJECT: State vs. DeLong Corporation, et al

To: MEMO TO FILE:

On July 7, 1965, pursuant to a telephone call from Mr. Thornton, the undersigned met with Mr. Thornton and Mr. George A. Rhoten in Mr. Thornton's office. The following matters were discussed:

(1) That it would appear to the advantage of the State to file the proposed litigation in the Marion County Circuit Court and to resist any efforts on behalf of any of the defendants, because they are foreign corporations, any petition they may file to remove the case to the U. S. District Court or to any other circuit court. Mr. Rhoten was quite certain that, upon filing, one or all of the defendants would file a petition for removal to the U. S. District Court. The removal appears to be within the discretion of the circuit court judge but, even if initially removed, we would still have an opportunity to resist the removal before the federal judge. The federal judge would have authority to order it returned.

(2) Mr. Thornton pointed out to Mr. Rhoten that his assistance was requested for the purpose of consultation on the preparation and trial of the case; that Mr. Robert Patterson, Chief, Trial Section, would be principally responsible for the case; and that Peter Herman of the Attorney General's office would assist with the necessary research. Mr. Rhoten was satisfied with this arrangement.

(3) Mr. Rhoten stated that if the case were tried in Marion County, he was certain it would have to be before Judge Sloper, since he believed one or more of the defendants would file affidavits against either of the two remaining judges.

(4) The question of whether we should continue as a declaratory judgment case or a regular jury trial case was briefly discussed and left open to further decision. I explained that highly technical engineering testimony was sometimes difficult before a jury. Mr. Rhoten agreed with this but felt a good jury might be inclined to be sympathetic to the State's interests against the foreign corporations.

At the conclusion of the meeting I promised to forward draft copies of our present complaint to Mr. Thornton and Mr. Rhoten. This I have done, enclosing with my letter to Mr. Thornton a copy of Robert Patterson's brief research on the possibility of a motion to remove the case from the circuit court to the U. S. District Court by the defendants.

FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks

cc: R. L. Porter
Bob Patterson
G. E. Rohde

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JUL 9 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 15 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

OREGON STATE HIGHWAY COMMISSION
OFFICE OF GLENN L. JACKSON
% PACIFIC POWER AND LIGHT CO.
MEDFORD, OREGON

U-F-003-1(14)
6124

July 6, 1965

The Honorable Robert Y. Thornton
Attorney General of Oregon
Department of Justice
Supreme Court Building
Salem, Oregon

Dear Bob:

It appears we are rapidly approaching the time when the State must take legal action against DeLong Company and their Bondsman. This matter has been of concern to the Commission and the Department's legal staff as evidenced by Mr. Lindas's letter to you in December, 1963, and Mr. Rhode's letter in April, 1965. You will recall the Commission has discussed this matter with you on two occasions, giving voice to the opinion that the work load, at least in the legal group assigned to the Commission, was such that it would be very difficult to assign competent personnel to the preparation and trial of this case.

copy to [illegible]

Since the case involves a large sum of money and in view of the legal counsel representing the DeLong Company and their Bondsman, it has been the opinion of the Commission that outside counsel should be employed to work with our own legal staff in the preparation and trial of our case. It now appears likely that the case will be tried in Marion County, in which event we were hopeful that the services of Mr. Rhoten, of Salem, could be obtained. We recognize that the employment of outside counsel by the Attorney General's office is an unusual procedure; however, in view of the importance and complication of this case, the services of a top-rated trial lawyer would be, in our opinion, in the best interest of the State of Oregon.

We hope you will give this request your favorable consideration.

Sincerely yours,

NOTED
FORREST COOPER

RECEIVED
JUL 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

GLJ:cjr

bc: Messrs. Cooper
Rhode

MAY 1 [illegible]
FOR FILING

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon 97301

DATE: May 11, 1965

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
6124 Salem, Oregon
ATTENTION: Mr. G. Rohde, Chief Counsel

FROM : A. W. Parsons, Division Engineer
2612 Salem, Oregon

Edwards

SUBJECT: Oregon Project U-F-00.3-1(14)
Columbia River Bridge at Astoria

The Hydraulics Department of our Washington office has requested information on the scour that occurred during construction. They wish to use this in connection with a general study of scour around piers. As part of our submission to them we would like to include some slide photos of the model of Pier 169.

Mr. Rohde advised Mr. Tokerud of this office that this could be arranged and suggested that the request be made in writing. Accordingly, we hereby request permission to photograph the model.

Discussed with Tokerud
on May 17, 65. B.P.R. withdrew
request.

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BRIDGE DIVISION
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RECEIVED
MAY 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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5B

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Note on card

RECEIVED
MAY 10 1965

6124

bcc: Cecil Head
Secretary's office, State Highway Commission

May 6, 1965

Mr. Frank A. Bauman
Keane, Haessler, Bauman and Harper
1430 American Bank Bldg.
Portland, Oregon 97205

Dear Mr. Bauman:

This will acknowledge receipt of the copy of your letter dated April 29, 1965 advising that the Concrete Equipment Leasing Corporation has worked out a satisfactory settlement with DeLong Corporation and the Travelers Indemnity Company pertaining to its claim.

We have affixed this to our claim file number 4091. ✓

This is in connection with Highway Commission Contract Number 6124.

COPY

Sincerely,

TOM McCALL
Secretary of State
By: Inger J. Henrikson
(Miss) Inger J. Henrikson
Elections and Public Records

IJH

RECEIVED
OREGON
HIGHWAY COMMISSION

NOTED ON CARD

NOTED
C. W. HEAD

RECEIVED
MAY 5 - 1965
FOR FILING

[illegible]

24

May 3, 1965

Keane, Haessler, Bauman and Harper
1430 American Bank Building
Portland, Oregon 97205

Attention: Mr. Frank A. Bauman

Gentlemen:

Thank you for your letter of April 29, 1965, and attached satisfaction of claim of Concrete Equipment Leasing Corporation which states that their claim for rental in the amount of $190,000 against the DeLong Corporation and The Travelers Indemnity Company is fully satisfied.

This appears to be in reference to the DeLong Contract No. 6124 substructure for steel spans, Columbia River Bridge on the Oregon Coast Highway in Clatsop County Oregon and Pacific County Washington.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of this satisfaction claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Company
DeLong Corporation
Glenn L. Jackson
David B. Simpson
George Rhode

NOTED ON CARD
G. C.

CWH:gc

LAW OFFICES OF
KEANE, HAESSLER, BAUMAN AND HARPER
1430 AMERICAN BANK BUILDING
PORTLAND, OREGON 97205

TELEPHONE 224-4100
AREA CODE 503

GORDON H. KEANE
ERIC R. HAESSLER
FRANK A. BAUMAN
DAVID W. HARPER
ROBERT NEIL GYGI
DONALD H. PEARLMAN
BRUCE L. ENGEL

April 29, 1965

Oregon State Highway Department
Salem, Oregon 97310

Re: Concrete Equipment Leasing Corporation v. DeLong Corporation and The Travelers Indemnity Company, United States District Court for the District of Oregon, No. 63-545

Gentlemen:

This is to advise you that Concrete Equipment Leasing Corporation has worked out a satisfactory settlement with DeLong Corporation and The Travelers Indemnity Company pertaining to its claim against said companies.

In support of this settlement I enclose original satisfaction of claim to be filed which we are filing with the Oregon State Highway Commission and the office of Secretary of State.

We would appreciate your acknowledging to this office that you now recognize that this claim has been wholly satisfied.

A copy of this letter as well as the satisfaction is being sent to Mr. George Mead, attorney for DeLong Corporation and The Travelers Indemnity Company.

Very truly yours,

KEANE, HAESSLER, BAUMAN and HARPER

Frank A. Bauman
Frank A. Bauman

FAB:cg
cc: Office of Secretary of State
Mr.George Mead

Cle please handle
JK.

RECEIVED
APR 30 1965
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

SATISFACTION OF CLAIM

TO: THE STATE OF OREGON
THE OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned Concrete Equipment Leasing Corporation's claim for unpaid rental value of four hundred (400) Roto-Bags supplied for the use of the DeLong Corporation for the period of June 1, 1963 to August 1, 1964 in the amount of One Hundred Ninety Thousand ($190,000.00) Dollars, plus interest thereon at the rate of six per cent (6%) per annum, and reasonable attorneys fees pursuant to ORS 736.325 against the bond taken by DeLong Corporation and The Travelers Indemnity Company for work under State Highway Contract No. 6124 for the substructure of the Columbia River Bridge on the Oregon Coast Highway at Astoria, Oregon, is fully satisfied.

Dated at Los Angeles, California this 28 day of April, 1965.

CONCRETE EQUIPMENT LEASING CORPORATION

By

RECEIVED
APR 30 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 3 - 1965
FOR FILING

6124

ASTORIA BRIDGE PROJECT

Estimated Total Cost of Construction - 4-26-65

for Bond Financed Work Stations 118+20.83 / 318+97.17

(Inclusive of both Piers 5 & 175)

Item	Amount	Total	Total Estimated Cost
PIERS			
Contract No. 6124 DeLong			
Completed & Partially Completed Contract Items	$ 4,219,079.00		
Contract Extras	217,274.00		
Allowance for Materials on Hand	225,238.00		
Liquidated Damages	- 330,000.00	$ 4,331,591.00	
Contract No. 6467 Raymond			
Contract Items	5,209,087.00		
Contract Extras (Orig. Authorization)	242,427.00	5,451,514.00	
Subtotal		9,783,105.00	
Contract No. 6124 DeLong			
Theoretical Total if completed		7,250,609.00	$ 7,250,609.00
Estimated Recoverable on Bond		2,532,496.00	
STEEL SUPERSTRUCTURE			
Contract No. 6268 U.S. Steel Corporation			
Contract Items	10,121,862.00		
Contract Contingencies (Orig. Authorization)	455,584.00	10,577,446.00	10,577,446.00
Possible Claims (Recoverable)	500,000.00		
SANDS VIADUCT			
Contract No. 6246 Gerwick, et. al.			
Contract Items corrected to date	3,718,538.00		
Contract Contingencies (Orig. Author.)	170,196.00	3,888,734.00	3,888,734.00

Copy to Schroeder 4-30-65

NOTED TOM EDWARDS

ASTORIA BRIDGE PROJECT
(Continued)

Item	Amount	Total	Total Estimated Cost
RIPRAP			
Contract No. 6527 Umpqua River Navigation			
Contract Items corrected to date	477,515.00		
Contract Contingencies (Orig. Authorization)	17,336.00	494,851.00	494,851.00
ASTORIA APPROACH			
Contract No. 6499 Pacific Concrete			
Toll Plaza only contract items	70,544.00		
Toll Plaza only contract contingencies	3,174.00	73,718.00	73,718.00
ADDITIONAL EXTRAS			
(Chargeable to Delay)			
Excess Construction Engineering 15 Months @ $14,500.00	217,500.00		
Prepare new plans and specifications	2,500.00		
Core Drill DeLong Seal Concrete	26,000.00		
15 months additional Ferry Operation	280,000.00		
Sheet pile rental	22,000.00		
Additional Bond financing 450 days @ $1,000.00	450,000.00	* 998,000.00	-0-

*Recoverable

Total Construction	22,285,358.00
Construction Engineering 8%	1,782,829.00
Subtotal	24,068,187.00
Interest During Construction	3,104,100.00
Total	27,172,281.00

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APR 26

Mr Cooper

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 23, 1965

The Honorable Robert Y. Thornton
Attorney General
Department of Justice
Supreme Court Building
Salem, Oregon 97310

Re: Request for Employment of
Special Counsel

Dear Mr. Thornton:

As you know from my recent discussion with you, the situation with respect to the breach of contract by the DeLong Corporation for the construction of foundations for the Astoria Bridge, has progressed to the point where affirmative action by the State is dictated. The Ninth Circuit Court of Appeals has just affirmed the decision of Judge Kilkenny that the Federal District has no jurisdiction in the action which was filed in that court by the DeLong Corporation. Time for further appeal has not expired, however, we are engaged in determining the strategy that will best preserve the State's rights.

To that end we have drafted a complaint which our staff is of the opinion should be filed. I will not attempt to discuss here the various facets of the case considered to this point. Some of them I have previously discussed with you. In any event, it is our thought the complaint should be filed in Marion County; although we are not absolutely certain that venue will, by action of the court, be finally laid here.

Preliminary estimates of the damages the State will be attempting to recover are apt to be as much as $5,000,000.00. With a sum of such magnitude at stake, it would not be too much to assume the DeLong Corporation will engage eminent counsel for the prosecution of its case. We are already aware of its having associated two such firms in the State and two or more outside the State.

With this in mind, and considering the present workload of our staff, I feel it necessary to renew the previous request by Mr. Lindas for employment of special counsel. In his letter of December 13, 1963,

FORREST COOPER

Mr. Lindas set forth the position of the staff as to its workload. There has been no improvement since that date and, in fact, with less personnel we are, in my opinion, encountering an increase in the load.

To the end the State be represented as fully and adequately as the case deserves, the Commission desires and recommends that special local counsel be employed to assist in its preparation and trial. Since it will be our purpose, if possible, to try the controversy in Marion County, I would recommend the employment of Mr. George Rhoten. The Commission concurs in this recommendation.

I think I have no need to recite Mr. Rhoten's qualifications for the undertaking. His reputation as a trial attorney in all types of litigation is well known, as is his stature as a member of the legal profession. Since the matter of your policy as to fees which may be paid under such circumstances are not known to me, I have not discussed the same with Mr. Rhoten. As I understand from a memo Mr. Lindas placed in the file, the fee situation you proposed in connection with the previous recommendation for the employment of special counsel would be subject to your review as of the time of filing of the case.

If you approve of this recommendation may I suggest a conference between yourself and the other principals to discuss the fees and other matters in connection therewith.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:lb
cc--Mr. Glenn L. Jackson
--Mr. David B. Simpson
--Mr. Kenneth N. Fridley
--Mr. Forrest Cooper

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OFFICE OF
STATE HIGHWAY ENGINEER

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1124

Salem, Oregon
April 7, 1965

DeLong vs. State of Oregon

Mr. G. E. Rohde
Chief Counsel

In discussing the subject matter with Chairman Jackson on April 6, Mr. Jackson instructed that if the United States Appellate Court upholds the District Court, we should be ready to file an action in State Court promptly. It is the Chairman's thinking that we would be better off as a plaintiff rather than a defendant.

I would like to discuss this with you as Mr. Jackson had several other features he wished to explore.

R. L. Porter
Deputy State Highway Engineer

RLP:mm
cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

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JAN 14 1965
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January 12, 1965

The Traveler's Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract No. 6124

Gentlemen:

Reference is made to letters of April 2 and April 10, 1964, addressed to you and the DeLong Corporation concerning the above mentioned contract. In those letters, and pursuant to 1.8.7, Standard Specifications for Highway Bridge Construction, which were a part of this contract, the DeLong Corporation was advised that upon termination of their contract they were to leave on the site certain items of equipment and materials as listed in those letters. Any compensation to which the contractor may be entitled for these items is likewise provided for in 1.8.7 hereinabove referred to.

There is now presently pending in the United States District Court for the District of Columbia, Civil Action No. 3140-64 in which DeLong Corporation is plaintiff and Raymond International, Inc., is the defendant. Raymond International, Inc., is our contractor under Contract No. 6467, which is for completion of the above-mentioned contract. The plaintiffs in this action are represented by attorneys Tramell, Rand and Nathan, whose address is 1730 K Street N. W., Washington 6, D. C. By letter under date of January 5, 1965, the law firm of Jackson, Gray and Laskey, whose address is 1025 Connecticut Avenue N. W., Washington, D. C. 20036, attorneys for the defendant in this cause, tendered to us the defense of this action. An extension of time has now been secured to and including February 11, 1965, within which the defendant may make an appearance.

There is presently pending in the Circuit Court of Appeals for the Ninth Circuit, an appeal by the DeLong Corporation from an order of the District Court dismissing its amended complaint in which it sought declaratory relief under the above mentioned contract. It is our opinion that the relief sought in this proceeding would be determinative of issues which will no doubt be raised in the action instituted in the District of Columbia.

We are attaching a copy of the complaint filed in the District of Columbia mentioned in the aforementioned action so that you may take such action as you deem necessary to protect your interests. In the event additional expense, either legal or otherwise, is occasioned us by reason of this action, it may be necessary to seek reimbursement of it from you as surety on this contract.

Very truly yours,

Secretary,
Oregon State Highway Commission

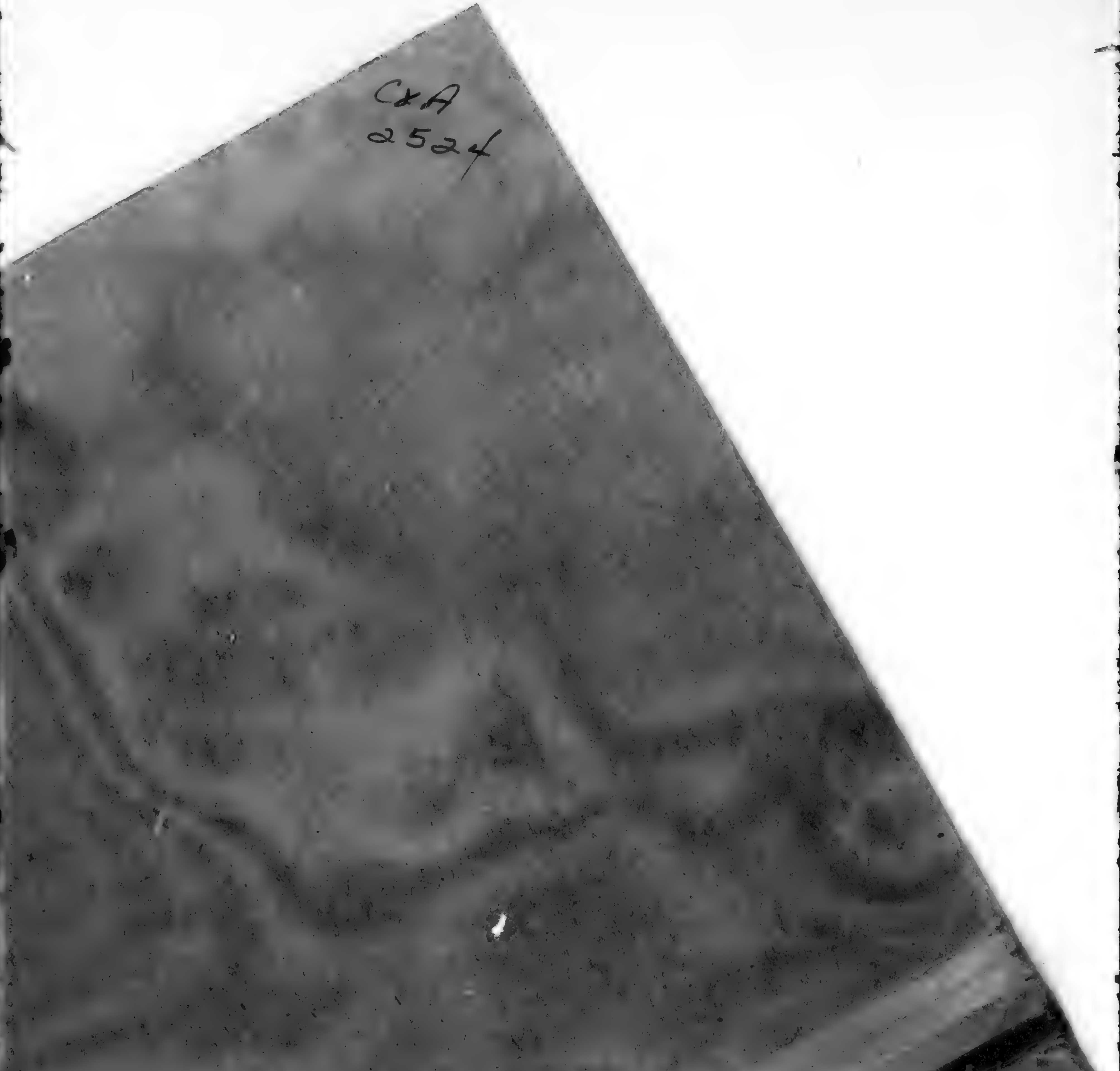
Enc.

cc The Travelers Indemnity Company
Equitable Building
Portland, Oregon 97204

Federal Insurance Company
Ward Cook-Rodgers Insurance Co., Inc.
534 S. W. Third Street
Portland, Oregon

Jackson, Gray and Laskey
Attorneys at Law
1025 Connecticut Avenue N. W.
Washington, D. C. 20036

U-F-003- Substruc. steel spans, Columbia 1962
1(14) River Br., Astoria-Pt. Ellice,
#6124 Wash., US 101 Folder # 2



C&A
2524

DEC 8 - 1964

FOR FILING

R. L. PORTER

WYATT, MACDONALD and DEAN
1129 Commercial Street
Astoria, Oregon

TRAMMELL, RAND & NATHAN
729 - 13th Street, N.W.
Washington 5, D.C.

GEORGE W. MEAD
1211 Public Service Building
Portland 4, Oregon

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

DeLONG CORPORATION, a Delaware corporation, Plaintiff, vs. THE OREGON STATE HIGHWAY COMMISSION, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, in their capacity as Oregon State Highway Commissioners and Individually, FORREST COOPER and IVAN D. MERCHANT, Defendants.	CIVIL NO. 64-79 AMENDED COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

I

This is an action for a declaratory judgment pursuant to 28 U.S.C., Sec. 2201, for the purpose of determining questions of actual and justiciable controversy between the parties as herein more fully appears.

II

Jurisdiction of this Court is based upon Sections 1331, 1332 and 2201 of Title 28 of the United States Code. The amount in controversy exceeds, exclusive of interest and costs, the sum of $10,000.00.

III

(a) Jurisdiction over plaintiff and the defendant, The Oregon State Highway Commission under 28 U.S.C. Sec. 1332 and over the subject matter, is based on the fact that plaintiff is a corporation incorporated under the laws of the State of Delaware (having its principal place of business at 29 Broadway, New York, New York) and is a citizen of the State of Delaware; and that

(b) Defendant Oregon State Highway Commission is a quasi-public corporation and is a citizen of the State of Oregon authorized to enter into contracts, to sue and to be sued. The said defendant Oregon Highway Commission is not under the supervision of the State of Oregon or of any agency thereof and has sole and absolute control of the subject matter involved in this suit and of all funds received and disbursed by it in connection therewith.

IV

(a) IN THE ALTERNATIVE, jurisdiction under 28 U.S.C., Section 1332 over the plaintiff and the defendant The Oregon State Highway Commission, and over the subject matter, is based on the fact that plaintiff is a citizen of the State of Delaware, and that the State of Oregon by special legislative action, to-wit: ORS Sections 367 and 381, has created the defendant, The Oregon State Highway Commission, consisting of the defendants Jackson, Fridley, Simpson and such ex officio members as provided by statute, an autonomous separate entity or corporation in the nature of an interstate bridge authority or commission, created for the purpose of the construction, maintenance and operation of an interstate bridge over the Columbia River from Astoria, Oregon, to Megler, Washington.

(b) In this capacity of a Bridge Authority or Commission, defendant State Highway Commission has the right to issue and sell bonds, collect tolls, from which said bonds are to be repaid, enter into contracts, sue and be sued, and to do everything necessary to carry out the purposes for which it has been created. The said defendant State Highway Commission, in its capacity as a Bridge Authority or Commission, a special entity or corporation created for the purposes of the construction, maintenance and operation of an interstate bridge over the Columbia River, has sold bonds of the face value of approximately $24,000,000.00, which funds said defendant has segregated, invested and has in part disbursed in connection with the planning and erection of the said bridge over the Columbia River.

(c) The said defendant State Highway Commission, in this capacity of a Bridge Authority or Commission, a special entity or corporation created for the purposes of the construction, maintenance and operation of the said bridge over the Columbia River, has entered into contracts with the Washington State Department of Highways, the Washington Toll Bridge Authority, Pacific County, Washington, the United States Bureau of Public Roads, the City of Astoria, Oregon, and other public and private corporations, and is acting for these entities and on their behalf, and has received and disbursed funds obtained by it from the United States of America under its Federal Highway program, in pursuance of Title 23, U.S.C.

(d) The contract hereinafter referred to between the plaintiff and the defendant was executed by the defendant Oregon State Highway Commission in pursuance of the authority hereinabove described, and in all its dealings with the plaintiff and at all times hereinafter mentioned, the defendant Oregon State Highway Commission as specifically constituted aforesaid acted in this capacity as a separate Bridge Authority or Commission, a distinct legal entity created for the purposes of the construction, maintenance and operation of the bridge over the Columbia River and, therefore, as a citizen of the State of Oregon.

V

Jurisdiction of this Court under 28 U.S.C., Section 1332 over the plaintiff and defendants Jackson, Fridley, Simpson, Cooper and Merchant, individually, and of the subject matter, is based on the fact that plaintiff is a citizen of the State of Delaware and that the aforementioned individual defendants are citizens of the State of Oregon and are sued herein in their individual capacities because their acts and omissions hereinafter complained of were acts and omissions beyond or outside the scope of their official capacity, or constituted a failure to perform their duties as required by law and by the contract between the defendant Oregon State Highway Commission and the plaintiff. Defendants Jackson, Fridley and Simpson are the members of the Oregon State Highway Commission; defendant Cooper is the State Highway Engineer appointed by defendant Oregon State Highway Commission, and defendant Merchant is the Bridge Engineer assistant to defendant Cooper.

VI

(a) Jurisdiction of this Court under 28 U.S.C., Section 1331, is based on the fact that on or about the 15th day of September, 1961, the State of Oregon and the State of Washington, and/or various agencies, subdivisions and other entities in their behalf, made and entered into an agreement to promote the development and govern the construction, maintenance and operation of the bridge aforesaid between Astoria, Oregon and Megler, Washington, and establish joint and permanent jurisdiction thereof. This agreement constitutes a compact within the purview of Article 1, Section 10, Clause 3, of the Constitution of the United States, which Article, Section and Clause provide that no such compact shall be entered without the consent of Congress.

(b) Plaintiff is informed and believes that no such consent of Congress, express or implied, was obtained by the States of Washington and Oregon, and that, therefore, the construction of the bridge aforesaid is, in fact, unlawful and further performance of its contract by the plaintiff in connection therewith is unlawful.

VII

(a) IN ADDITION OR IN THE ALTERNATIVE, jurisdiction of this Court under 28 U.S.C., Section 1331 is based on the fact that under the General Bridge Act of 1946, 33 U.S.C. 525, et seq., the defendants were required (and the consent of the United States to the construction of the said bridge over navigable waters was conditioned accordingly) to submit to the Secretary of the Army and the Chief of Engineers for approval by them, the location and plans for the construction of said bridge.

(b) Defendant Oregon State Highway Commission, together with the Washington State Department of Highways and the Washington Toll Bridge Authority, on the 29th day of September, 1958 (and as amended on the 22nd day of September, 1961), obtained approval for the construction of the bridge aforesaid from the Secretary of the Army and the Chief of Engineers, based on certain plans and map of location submitted by defendant Oregon State Highway Commission, which were represented to constitute a correct and fair representation of the effect that the construction of the bridge would have on the navigable portion of the Columbia River crossed by it.

(c) Due to the incorrectness of the plans and specifications as hereinafter alleged, and due to the effect that the construction to date under such faulty plans and specifications has had, and will in the future have, on the navigable waters of the Columbia River, said approval by the Secretary of the Army and/or the Chief of Engineers was invalidly obtained and is void ab initio. Further construction work by the plaintiff under the contract with the defendants is unlawful under 33 U.S.C. 401 et seq. and 525 et seq., and no further performance by the plaintiff under said contract is therefore permitted or required.

VIII

(a) IN ADDITION OR IN THE ALTERNATIVE, jurisdiction of this Court under 28 U.S.C. 1331 is based on the fact that by an agreement dated the 9th day of March, 1962, between the defendant Oregon State Highway Commission, the Washington State Highway Commission and the Government of the United States, acting by and through the Bureau of Public Roads, defendants obtained a contribution by the United States to the expense of the construction of the bridge aforesaid between Astoria, Oregon and Megler, Washington, in pursuance of Title 23, U.S.C.A. In pursuance of this agreement and of the statutory provisions of Title 23, the defendants were obligated to submit to the United States of America true and correct plans and specifications for the bridge aforesaid. Their failure to do so, as hereinafter alleged, constitutes a breach of the agreement between the United States of America and the defendants and a violation of the said statute.

(b) Payments heretofore made to the plaintiff by the defendants and payments due under the contract between the plaintiff and the defendant Oregon State Highway Commission include Federal funds obtained by the defendants under the agreement aforesaid and each payment and all future payments under this contract have been, and must be approved by the Bureau of Public Roads. Plaintiff is informed and believes that the said Bureau of Public Roads will not approve further payments to plaintiff if it is established that the agreement between the Bureau of Public Roads and the defendants and the approval of said Bureau of the contract with plaintiff was obtained on the basis of incorrect plans and specifications, and, accordingly no further performance by the plaintiff under said contract will be permitted and such performance is made impossible and/or unlawful.

IX

(a) Plaintiff in this complaint demands no relief against the State of Oregon. To the extent that a money judgment will be rendered by this Court, such judgment will not affect the Treasury of the State of Oregon, but will be payable in its entirety out of funds constituting the proceeds of the sale by defendant Oregon State Highway Commission of bonds, which bonds are repayable from tolls hereafter to be collected by the defendant Oregon State Highway Commission.

(b) IN ADDITION, OR IN THE ALTERNATIVE, to the extent that the defendants herein do represent the State of Oregon or have acted, or are acting on behalf of the State of Oregon, or were the agents, employees or servants of the State of Oregon or the Highway Department thereof, the State of Oregon has waived immunity from suit and/or has waived its rights, if any, under Amendment 11 to the Constitution of the United States and/or has consented that the defendant State Highway Commission be sued in this Court by the enactment by the State of Oregon of ORS Sections 30.310, 30.320, 30.400 and other applicable sections of the Oregon Statutes, as well as by the provisions of Article 1, Section 10 of the Constitution of the State of Oregon.

X

(a) On or about May 19, 1962, defendant State Highway Commission by and through defendant COOPER, State Highway Engineer, and defendant MERCHANT, Bridge Engineer, issued an invitation for bids for the substructure for steel spans for Bridge #7949 described as, "The Columbia River Bridge at Astoria". This project was described in said invitation for bids as a Federal Aid Primary Project and included the construction of thirty-two concrete bridge piers and other work. It was required that proposals for this construction be received by June 27, 1962, thirty-eight days after invitation.

(b) The invitation for bids aforesaid included specifications which consisted of a book of approximately 181 pages described as "Standard Specifications for Highway Bridge Construction", and a book of approximately 70 pages, entitled "Special Provisions for Highway Construction", to which was attached 14 pages of bid sheets and approximately 60 pages of plans entitled "Substructure for Steel Spans, Columbia River Bridge".

XI

Defendants represented and expressly warranted, inter alia, that these specifications constituted:

> "The directions, requirements, explanations, terms and provisions pertaining to the various features of the work to be done, the manner and method of performance and the manner and method of measurement and payment,"

and that:

> "The true intent of the plans and specifications is to provide for the execution and completion in every detail of the work",

and that:

> "Should any construction or conditions which are not covered by the plans or the specifications be encountered during construction, such supplemental specifications and plans as may be needed will be prepared by the engineer. . .",

and that:

> "The substructure material at the structure site, as shown on the plans, represents the best available estimate of existing conditions based on explorations made by the Highway Commission".

XII

Plaintiff submitted a proposal on the basis of the aforesaid invitation for bids and, on June 29, 1962, plaintiff was awarded Contract No. 6124, formal contract execution following on July 23, 1962. A performance bond on which plaintiff is the principal obligor and Travelers Indemnity Company appears as surety, was executed in favor of defendant Oregon State Highway Commission. This bond was conditioned upon the performance by plaintiff of the contract in accordance with the plans and specifications incorporated therein.

XIII

In its bidding and in entering the contract with defendant Oregon State Highway Commission, plaintiff was induced to and did rely on the purportedly comprehensive plans and specifications furnished and on the representations and express and implied warranties of defendants. These representations and warranties included (but were not limited to) the express warranties recited above and the implied warranties that soil, subsoil and riverbed conditions were substantially as represented by the plans and specifications, that the defendants as designers, architects and engineers of this project were professionally competent, and that defendants were acting in good faith. Plaintiff's contract required substructure work across the Columbia River, including the driving of approximately fifty-four miles of steel, concrete and wood piles. Defendants' warranties with respect to soil explorations, the substantial correctness of defendants' detailed foundation data plan and the soundness of defendants' explicit requirements with respect to foundation types, clearances and dimensions were of the very essence of the contract.

XIV

Under the terms of the contract entered into between the parties, all responsibility for design, engineering, administration and supervision was assumed by defendants in their capacity as sponsors, designers, architects and supervisory engineers, and plaintiff had no responsibility to determine whether such design was adequate, safe or feasible at all.

XV

From the inception of its work, plaintiff encountered different conditions than those represented by the plans and specifications. Said latent conditions differed materially and in so many instances that the defendants' plans and specifications as incorporated in the contract were not equivalent to the actual conditions encountered and have proven useless as a guide to actual conditions.

XVI

In the course of its work, plaintiff found rock where it was represented that defendants had found clay; placed piling that disappeared at places where it was represented that it would be supported by the ground; has been compelled to suspend work where the river bottom eroded to almost ninety feet below the surface, although the design was predicated on a river bottom forty-eight feet below the river surface. Plaintiff encountered many other and equally burdensome and damaging latent conditions different from those represented by defendants and was required to do work completely outside of the scope and with no relation to the original contract. This has caused additional expense to plaintiff for materials, labor and overhead, rescheduling of operations, substantial delays in performance and heavy financial burdens, all of which plaintiff could not, did not, and was not required to anticipate under its contract.

XVII

(a) Despite the breaches of warranties aforesaid, the materially different conditions encountered, the work required outside of the scope of the contract, the obvious damage and financial burden to plaintiff, and the apparent inadequacy of their design, plans and specifications, defendants have failed and refused to acknowledge their responsibility therefor, to make commensurate payments as required, to provide supplemental plans and specifications and to remedy design inadequacies as required by the contract and by ORS 366.155.

(b) Instead, defendants have demanded that plaintiff provide "an acceptable finished product", regardless of the inapplicability of the plans and specifications which constituted the contract between the parties. They have denied the right of plaintiff to "question the prudence of the design features of the structures he has agreed to build", in spite of the irrefutable fact that the structures cannot be built as designed and that defendants have so acknowledged. Defendants have failed and refused to accept their responsibility in the premises, claiming that "the methods of construction which you employ . . . are your responsibility", although the contract provided that "no work will be permitted on any methods or systems other than those shown on the plans".

XVIII

(a) Both prior to the entering of the contract and in its administration, the individual defendants have acted arbitrarily, capriciously and outside the scope of their respective offices, and contrary to law, causing damages to be suffered by plaintiff for which said individual defendants are individually responsible.

(b) IN ADDITION, OR IN THE ALTERNATIVE, in the preparation of the specifications and in the administration of the contract between the parties, the individual defendants have failed to, and continue to fail and refuse to perform purely ministerial duties required of them by the contract and by the laws of the State of Oregon, and such failure of the defendant to perform said ministerial duties has made further performance by the plaintiff under the contract impossible.

XIX

(a) When it became apparent to plaintiff that the plans and specifications were erroneous in material respects, plaintiff promptly instituted an investigation. Although the investigation was hampered by resistance and lack of cooperation of defendants, and although plaintiff has been unable to obtain the plenary information which is locked in the minds and files of defendants, plaintiff has been able to determine that defendants breached their contractual warranties by failing to provide plaintiff with information available to defendants, by concealing information from plaintiff, by distorting information furnished, and by representing that prudence and reasonable standards had been followed in defendants' design considerations.

(b) Plaintiff has determined, for example, that subsurface explorations were inadequate, unrepresentative, and misrepresented by such actions as describing an area as "clay" where defendants' explorations had revealed "74% stone"; and although defendants expected that scour or undermining would occur, they ignored and misrepresented this design consideration.

XX

(a) In order for construction to continue at several pier sites, a redesign and supplemental plans and specifications must be provided by defendants. At Pier 169, one of the piers on the boundary of the main channel of the Columbia River, defendants instituted erosion control after scour or undermining had lowered the river bottom by approximately forty feet. This effort was abandoned before completion, and, despite the urgent and repeated suggestions by plaintiff, defendants ordered plaintiff to proceed with work in accordance with the original plans and specifications, representing and warranting that defendants had made appropriate design and engineering studies which justified their position. As plaintiff had warned, the work could not be completed, and plaintiff is informed and believes that no such design and engineering studies were made. Despite this, defendants have now instructed plaintiff to proceed to "correct" the situation, but have failed and refused to provide plans and specifications, thus, in effect demanding that plaintiff assume the responsibility for the design and engineering of the bridge and its safety. The same situation prevails at Piers 18, 19 and 20 and Pier 5 where inadequate or erroneous plans and specifications require redesign in order to enable construction to proceed. Together with technical direction, the plaintiff requires and is entitled to the assumption by defendants of financial responsibility.

XXI

As a consequence of the breaches of warranty and misrepresentations and other acts aforesaid, together with the consequences of the design errors and specific changes ordered by the defendants, the plaintiff has suffered and is suffering extensive and costly damage, including additional expenditures and delays. These damages suffered by the plaintiff have caused and are causing related damages. Because of the relationship of one part of the work to another, the full extent of the damage to the plaintiff will not be ascertainable until the completion of its work, although damages in excess of Two Million Dollars have already been incurred by plaintiff. This over-all damage has become so substantial that without appropriate relief, the performance of this contract by the plaintiff may have, or, in the immediate future, will become impossible.

XXII

(a) In accordance with the law of Oregon, to-wit: ORS 366.415, and under the said contract between the plaintiff and defendant Oregon State Highway Commission, plaintiff was and is entitled to certain partial payments as the work progresses. Plaintiff has performed certain work in pursuance of the contract, which work was performed in accordance with the provisions of said contract and which was approved and accepted by representatives of defendant Oregon State Highway Commission.

(b) As and for a partial payment for said work, plaintiff was and became entitled to partial payments in the amounts of $180,540.00, $236,158.11 and $90,353.15 and plaintiff has submitted on appropriate dates, to and including March 10, 1964, its duly certified requests for partial payment of the amounts to which it was entitled. The defendants arbitrarily refused to honor these requests and have failed and refused to pay the amounts aforesaid due to plaintiff at the time when said amounts became due, interfering with and materially hindering further performance by plaintiff under the contract and materially breaching said contract and violating the laws of the State of Oregon.

XXIII

(a) Defendants' acts and omissions have made it impossible to proceed with construction at some of the pier sites without prudent and sound supplemental plans and specifications for the work.

(b) Prior and subsequent to the filing of the original complaint herein, plaintiff has continued to perform all work that plaintiff is or was able to perform under the present plans and specifications without endangering the structural safety of the bridge and/or the lives of the workmen engaged in its construction. Subsequent to on or about April 6, 1964, however, plaintiff will be unable to continue with any work under the contract or otherwise, unless and until the defendants provide new, additional and adequate plans and specifications and erosion control and other safety measures required for the construction of the bridge in a safe and sound manner and in accordance with applicable laws.

WHEREFORE, plaintiff prays:

A. That the Court enter a declaratory judgment herein declaring:

1. That defendants acted negligently and contrary to accepted engineering standards in the preparation of the invitation for bids resulting in the execution of the contract between plaintiff and defendant Oregon State Highway Commission.

2. That the said defendants:

(a) included false and misleading information in the invitation for bids aforesaid regarding subsoil and riverbed conditions, which information did in fact mislead the plaintiff;

(b) arbitrarily and capriciously refused to make available to plaintiff information as to subsoil conditions and riverbed conditions in their possession, although demand was made upon them during plaintiff's performance of the contract;

(c) entered into a contract with plaintiff which contract provisions included plans and specifications erroneously stating work to be done; and

(d) arbitrarily and capriciously refused to furnish plaintiff with additional plans and specifications as required.

3 (a). That the defendant Oregon State Highway Commission has materially breached the terms and provisions of the contract between the plaintiff and defendant Oregon State Highway Commission, including the breach of the express warranty contained in said contract to the effect that the substructure material at the bridge site as shown on the plans represented the best available estimate of existing conditions based upon explorations made by the Oregon State Highway Commission, and including the requirement to make payments to the plaintiff as the work progresses. Plaintiff therefore is entitled:

(i) to terminate the contract between it and defendant Oregon State Highway Commission and to be excused from further performance thereof;

(ii) to payment for the work performed to date by plaintiff to the extent that it has not been paid therefor;

(iii) to compensatory and consequential damages from the defendant Oregon State Highway

Commission because of the material breaches thereof by defendant Oregon State Highway Commission.

(b) That all delay in the construction of the bridge is excusable and/or was caused by the material breaches of the defendants aforesaid; and

(c) IN ADDITION OR IN THE ALTERNATIVE, that plaintiff has performed at the request of defendant Oregon State Highway Commission, work beyond and outside of the scope of the contract between the plaintiff and defendant Oregon State Highway Commission for which it is entitled to be reimbursed currently, as said extra work progresses, at a reasonable rate of pay consisting of the actual cost of such additional work, together with a reasonable profit and reimbursement of overhead, the extent of such work and the amount of such reimbursement to be determined by a Master to be appointed by the Court.

4. IN THE ALTERNATIVE, that the written contract between plaintiff and the defendant Oregon State Highway Commission is void in whole or in part and that there exists an implied contract between the parties under which the plaintiff is entitled to be paid for the reasonable performance of all work performed by it, said reasonable amount to be measured by the actual cost of such work, together with a reasonable profit and reimbursement for overhead.

5. IN THE ALTERNATIVE, that plaintiff is not required to proceed with further work:

(a) until defendant Oregon State Highway Commission at its own cost and expense has caused the conditions of the riverbed to be equal with those represented to exist by the plans and specifications of the contract; and

(b) until defendants have taken, at defendants' sole cost and expense, sufficient anti-scour and erosion control measures and other necessary measures to enable plaintiff to proceed under safe working conditions, and without extra burden and expense to the plaintiff.

6. IN THE ALTERNATIVE, that further performance by the plaintiff of the contract between the parties would be unlawful under the Constitution and laws of the United States and that plaintiff therefore is excused from further performance thereunder and is entitled to compensation for work heretofore performed on a quantum meruit basis.

7. That defendants GLENN L. JACKSON, KENNETH N. FRIDLEY, DAVID B. SIMPSON, FORREST COOPER and IVAN D. MERCHANT have arbitrarily and capriciously refused to fulfill their obligations under the contract between the plaintiff and the defendant Oregon State Highway Commission and their obligations under the laws of the State of Oregon by failing to prepare and to furnish supplemental specifications and plans as were needed.

8. That because of their acts and omissions aforesaid, defendants GLENN L. JACKSON, KENNETH N. FRIDLEY, DAVID B. SIMPSON, FORREST COOPER and IVAN D. MERCHANT are not entitled to the protection of the exculpatory clauses of the contract and the applicable exculpatory provisions of the Oregon statutes but are, in fact, personally liable to the plaintiff for its damages incurred in consequence of such acts.

9. That the performance bond dated the 29th day of June, 1962, on which the plaintiff is the principal obligor and the Travelers Indemnity Company appears as surety, is discharged, is null and void and is to be returned to plaintiff.

B. That the Court enter an Order enjoining the defendants, their agents, servants and anyone acting in concert with the defendants and/or any other agency of the defendants pendente lite and permanently, from seizing, utilizing, or in any other way interfering with the tools, equipment, materials or any other property belonging to the plaintiff or its subcontractors, materialmen or employees, or presently in the possession of the plaintiff or its subcontractors, materialmen or employees, utilized in, or in connection with, the construction of the substructure work encompassed by the contract between the plaintiff and the Oregon State Highway Commission or used by the plaintiff or leased by the plaintiff in connection with the performance of the work aforesaid.

C. That the Court enter an Order enjoining the defendants, their agents, servants and anyone acting in concert with the defendants and/or any other agency of the defendants, pendente lite, from terminating or cancelling the contract between the defendant Oregon State Highway Commission and the plaintiff, and/or from bringing any action, legal or equitable, against the plaintiff or its surety in any Court other than this Court.

D. That the Court enter an Order referring this case to a Master to hear evidence and report the same, together with his Findings of Fact and Conclusions of Law, on the amounts to which the plaintiff is entitled under the Declaratory Judgment to be entered herein, as and for its damages, compensatory and consequential, and as and for its compensation, partial or otherwise, under the contract between the parties or for extra work as the case may be.

E. AND FOR SUCH OTHER and further relief as to the Court may seem fit and proper.

WYATT, MACDONALD and DEAN
1129 Commercial Street
Astoria, Oregon

TRAMMELL, RAND & NATHAN
729 - 15th Street, N.W.,
Washington 5, D. C.

GEORGE W. MEAD

GEORGE W. MEAD
1211 Public Service Building
Portland, Oregon 97204

Attorneys for DeLong Corporation

A TRUE COPY.

George W. Mead

Of Attorneys for Plaintiff

[illegible]
OCT 23 1964
FOR FILING
6124

October 23, 1964

McCormick & Baxter Creosoting Co.
P.O. Box 3048
Portland 8, Oregon 97208

Attention: A.H. Langton, Treasurer

Gentlemen:

Thank you for your letter of October 22 informing us that you have received payment of a portion of a claim from the De Long Corporation pertaining to storage and carrying charges through August 31, 1964.

Our records indicate this to be in reference to your "Notice of Claim" dated September 18, 1964, filed against the De Long Corporation on their Contract No. 6124 for substructure for steel spans on the Columbia River Bridge, Oregon Coast Highway in Clatsop County.

You stated in your letter that the principal part of the claim for $176,249.75 remains unpaid, and therefore the claim against the bond remains as to this sum, as well as storage and carrying charges which may accrue from and after September 1, 1964.

This information is being noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

De Long Corporation
29 Broadway
New York City, New York

Commissioners

CWH:fkn

CHAS. R. McCORMICK, JR.
PRESIDENT

JAMES A. MACGREGOR
VICE-PRESIDENT

McCORMICK & BAXTER CREOSOTING CO.
Mailing Address: P. O. BOX 3048 • PORTLAND 8, OREGON
PRESSURE TREATED PILING, POLES, TIMBER AND TIES
TELEPHONE AREA CODE 503 285-8394
TELETYPE 503-224-1913
6900 NORTH EDGEWATER STREET
PORTLAND, OREGON

OFFICES
SAN FRANCISCO, CAL.
LONG BEACH, CAL.
TREATING PLANTS
STOCKTON, CALIFORNIA
PORTLAND, OREGON

PENTACHLOROPHENOL
WATER REPELLENT PENTA
BOLIDEN SALTS
CREOSOTE
ARSAN
KILN DRYING
PREFABRICATION
PYRESOTE

October 22, 1964

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Subject: State Highway Commission Contract No. 6124 - Astoria Bridge Project. Claim against bond of DeLong Corporation and The Travelers Indemnity Company, pursuant to ORS 279.528.

Dear Sir:

Please refer to the Notice of Claim dated September 18, 1964, filed with you by McCormick & Baxter Creosoting Co., against the bond taken from DeLong Corporation, as principal, and The Travelers Indemnity Company, as surety, in connection with materials furnished for prosecution of the work on the Astoria Bridge Project (State Highway Commission Contract No. 6124).

This is to advise that McCormick & Baxter Creosoting Co. has now received payment of that portion of the claim for storage and carrying charges through August 31, 1964.

However, the principal part of the claim, for $176,249.75, remains unpaid, and therefore the claim against the bond remains as to this sum, as well as storage and carrying charges which may accrue from and after September 1, 1964.

Very truly yours,

McCORMICK & BAXTER CREOSOTING CO.

By A H Langton
A. H. Langton, Treasurer

AHL:hg

Cc please ack.
FQ

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
OCT 15 1964
FOR FILING

6124

October 13, 1964

Black & Apicella, Attorneys
Selling Building
Portland 5, Oregon

Attention: Mr. Borden F. Beck, Jr.

Gentlemen:

This will acknowledge receipt of your letter of October 12 and attached Notice of Claim of your client, Kaiser Cement & Gypsum Corporation stating that the DeLong Corporation owes them $102,013.84 for damages and loss of profits as outlined in paragraphs a, b and c in the Notice of Claim.

This appears to be in connection with State Highway Contract No. 6124 with DeLong Corporation for substructure for steel spans on the Columbia River Bridge section of the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

The surety on this project is The Travelers Indemnity Company, through Phil Grossmayer Co., Equitable Building, Portland 7. We are advising them of the receipt of the Notice of Claim.

We are forwarding the claim to the Secretary of State for filing.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
The Travelers Indemnity Co.
700 Main Street
Hartford, Connecticut, 15

DeLong Corporation
29 Broadway
New York, New York

Phil Grossmayer Co.
Equitable Building
Portland 7, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon
Please ack. receipt of claim on enc. copy of this letter.

G. E. Rohde
Commissioners

CWH:fp

NOTED ON CARD

LAW OFFICES OF
BLACK & APICELLA
SELLING BUILDING
PORTLAND 5, OREGON
CABLE ADDRESS: BLACAP

HARVEY N. BLACK
JOHN P. APICELLA
RUSSELL M. HELTERLINE
BORDEN F. BECK, JR.
GUY J. RAPPLEYEA
ROBERT C. SHOEMAKER, JR.
PETER B. HIGGINS
DONALD J. MORGAN
RICHARD A. SLY
JACQUES B. NICHOLS

October 12, 1964

~~Clerk~~ Secretary
State Highway Commission
State of Oregon
Salem, Oregon

~~Secretary of State~~
~~State of Oregon~~
~~Salem, Oregon~~

Gentlemen:

In accordance with the provisions of ORS 279.526 and 279.528, we present and file herewith on behalf of our client, Kaiser Cement & Gypsum Corporation (formerly Permanente Cement Company), a Notice of Claim with respect to the bond of DeLong Corporation in connection with the performance of DeLong Corporation's prime contract (Contract No. 6124) with the State Highway Commission for the construction of the substructure for steel spans of Bridge No. 7949 (i.e., Astoria-Megler Bridge across the Columbia River).

Will you please acknowledge receipt of the enclosed Notice of Claim by signing and returning to us the attached copy of this letter.

Very truly yours,

Borden F. Beck Jr.

BFB:m
Enclosures
cc: DeLong Corporation
cc: Travelers Indemnity Company
Portland, Oregon
cc: Travelers Indemnity Company
Hartford, Connecticut
cc: Mr. John Bosche
cc: Mr. W. P. Jackson
cc: Mr. Melvin Erland

RECEIVED
[illegible] 1964
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

To: ~~Clerk~~ Secretary
State Highway Commission
State of Oregon
Salem, Oregon

Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Kaiser Cement & Gypsum Corporation, a corporation (formerly named Permanente Cement Company), has a claim for damages and loss of profits resulting from:

(a) The cancellation by the State Highway Commission of its prime contract (Contract No. 6124) with DeLong Corporation for the construction of the substructure for steel spans of Bridge No. 7949 (i.e., Astoria - Megler Bridge across the Columbia River),

(b) The resulting cancellation by DeLong Corporation of its concrete supply subcontract with Glacier Sand & Gravel Company, Pacific Building Materials Division, for the concrete to be used in performance of said prime contract, and

(c) The resulting cancellation by Glacier Sand & Gravel Company, Pacific Building Materials Division, of its contract with Kaiser Cement & Gypsum Corporation to purchase from said Kaiser

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OCT 13 1967
OREGON
STATE HIGHWAY COMMISSION

Cement & Gypsum Corporation all of the cement required to mix and supply all of the concrete called for by the above-referred to concrete supply subcontract and the above-referred to prime contract,

in the sum of $102,013.84 against the bond taken from DeLong Corporation, as Principal, and Travelers Indemnity Company, as Surety, for the work of said DeLong Corporation in connection with the above-described prime contract for which said bond was taken.

This Notice is given pursuant to ORS, Chapter 279.

Dated the 12Th day of October, 1964.

KAISER CEMENT & GYPSUM CORPORATION

By James K Beatty

Title Vice President

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OCT 1 5 1964

FOR FILING

[illegible]

6121

October 13, 1964

Black & Apicella, Attorneys
Selling Building
Portland 5, Oregon

Attention: Mr. Borden F. Beck, Jr.

Gentlemen:

This is in reply to your letter of October 12 and attached Notice of Claim of your client, Glacier Sand & Gravel Company, Pacific Building Materials Division, stating that the DeLong Corporation owes them $19,283.78 for damages and loss of profits as outlined in paragraphs a and b of the Notice of Claim.

This appears to be in connection with State Highway Contract No. 6124 with DeLong Corporation for substructure for steel spans on the Columbia River Bridge Section of the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

The surety on this project is The Travelers Indemnity Company, through Phil Grossmayer Co., Equitable Building, Portland 7. We are advising them of the receipt of the Notice of Claim.

The claim is being forwarded to the Secretary of State for filing.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:

The Travelers Indemnity Co.
700 Main Street
Hartford, Connecticut, 15

DeLong Corporation
29 Broadway
New York, New York

Phil Grossmayer Co.
Equitable Building
Portland 7, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon
Please ack. receipt of claim on enc. copy of this letter.

G. E. Rohde
Commissioners

CWM:fp

NOTED ON CARD
dc

LAW OFFICES OF
BLACK & APICELLA
SELLING BUILDING
PORTLAND 5, OREGON
CABLE ADDRESS: BLACAP

HARVEY N. BLACK
JOHN P. APICELLA
RUSSELL M. HELTERLINE
BORDEN F. BECK, JR.
GUY J. RAPPLEYEA
ROBERT C. SHOEMAKER, JR.
PETER B. HIGGINS
DONALD J. MORGAN
RICHARD A. SLY
JACQUES B. NICHOLS

October 12, 1964

~~Clerk~~ Secretary
State Highway Commission
State of Oregon
Salem, Oregon

~~Secretary of State~~
~~State of Oregon~~
~~Salem, Oregon~~

Gentlemen:

In accordance with the provisions of ORS 279.526 and 279.528, we present and file herewith on behalf of our client, Glacier Sand & Gravel Company, Pacific Building Materials Division, a Notice of Claim with respect to the bond of DeLong Corporation in connection with the performance of DeLong Corporation's prime contract (Contract No. 6124) with the State Highway Commission for the construction of the substructure for steel spans of Bridge No. 7949 (i.e., Astoria-Megler Bridge across the Columbia River).

Will you please acknowledge receipt of the enclosed Notice of Claim by signing and returning to us the attached copy of this letter.

Very truly yours,

Borden F. Beck Jr.

BFB:m
Enclosures
cc: DeLong Corporation
cc: Travelers Indemnity Company
Portland, Oregon
cc: Travelers Indemnity Company
Hartford, Connecticut
cc: Mr. John Bosche
cc: Mr. W. P. Jackson
cc: Mr. Melvin Erland

RECEIVED
OCT 12 1964
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

To: Clerk [illegible]
State Highway Commission
State of Oregon
Salem, Oregon

Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Glacier Sand & Gravel Company, Pacific Building Materials Division, a corporation, has a claim for damages and loss of profits (including, cost of removing cement from Astoria, loss of aggregate inventory, labor, overhead, interest and attorneys' fees, etc.) resulting from:

(a) The cancellation by the State Highway Commission of its prime contract (Contract No. 6124) with DeLong Corporation for the construction of the substructure for steel spans of Bridge No. 7949 (i.e., Astoria-Megler Bridge across the Columbia River), and

(b) The resulting cancellation by DeLong Corporation of its concrete supply subcontract with Glacier Sand & Gravel Company, Pacific Building Materials Division, for the concrete to be used in performance of said prime contract,

in the sum of $ 19,283.78 against the bond taken from DeLong Corporation, as Principal, and Travelers Indemnity Company, as

Surety, for the work of said DeLong Corporation in connection with the above-described prime contract for which said bond was taken.

This Notice is given pursuant to ORS, Chapter 279.

Dated the 12 day of October, 1964.

GLACIER SAND & GRAVEL COMPANY,
Pacific Building Materials Division

By

Title [illegible]

RECEIVED
SEP 25 1964

FOR FILING

[illegible]

6124

September 24, 1964

McCormick & Baxter Creosoting Company
P. O. Box 3048
Portland, Oregon 97208

Gentlemen:

This is to acknowledge receipt of your "Notice of Claim" dated September 18, 1964, and attached invoices, stating that the De Long Corporation owes your $176,249.75 for treated piling and lumber.

Your Notice also states that De Long Corporation owes you for storage and carrying charges for said materials in the amount of $1,375.13 per month from and after June 1, 1964.

This appears to be in reference to the De Long Corporation Contract No. 6124, substructure for steel spans, Columbia River Bridge on the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

The Secretary of State has informed us that your claim was filed in his office on September 22, 1964, and was assigned his File No. 4093.

This information is being noted in our records and we will advise the surety and the contractor of the receipt of your claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Travelers Indemnity Co.
700 Main Street
Hartford 15, Connecticut

De Long Corporation
29 Broadway
New York City, New York

Commissioners

NOTED ON CARD
dc

CWH:fkn

Subject: State Highway Commission
Contract No. 6124 -
Astoria Bridge Project.
Claim against bond of
DeLong Corporation and
The Travelers Indemnity
Company pursuant to
ORS 279.528.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Notice is hereby given that the undersigned, McCormick & Baxter Creosoting Co. (an Oregon corporation), address P. O. Box 3048, Portland, Oregon 97208, has a claim for materials and supplies, namely creosote-treated piling and lumber, supplied by said McCormick & Baxter Creosoting Co. for the prosecution of the work on the Astoria Bridge project in the sum of One Hundred Seventy-six Thousand Two Hundred Forty-nine Dollars and Seventy-five Cents ($176,249.75) against the bond taken from DeLong Corporation, as principal, and The Travelers Indemnity Company, as surety, for the work on the Astoria Bridge project (State Highway Commission Contract No. 6124).

The particulars and details of said claim are more fully shown by copies of the following invoices, attached hereto as Exhibits A, B and C:

	Invoice No.	Date	Materials	Amount
Ex. A	P7961	12/28/63	Piling	$ 57,474.00
Ex. B	P7962	12/28/63	Lumber	59,589.00
Ex. C	P8712	5/06/64	Piling	59,186.75
				$176,249.75

In addition to said claim for $176,249.75, McCormick & Baxter Creosoting Co. has a further claim for storage and carrying charges for said materials in the sum of $1,375.13 per month from and after June 1, 1964, against the said bond.

DATED this 18 day of September, 1964.

McCORMICK & BAXTER CREOSOTING CO.

By
President

ATTEST:

Assistant Secretary

Erskine B Wood
Erskine B. Wood
1310 Yeon Building
Portland, Oregon 97204
Attorney for Claimant

STATE OF OREGON)
) ss.
County of Multnomah)

On this 18 day of September, 1964, before me appeared Charles R. McCormick, Jr., to me personally known, who being duly sworn, did say that he is the President of McCormick & Baxter Creosoting Co., the within named corporation, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Charles R. McCormick, Jr. acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission Expires:

NOTARY PUBLIC FOR OREGON
My Commission Expires Aug. 29, 1966

INVOICE

McCORMICK & BAXTER CREOSOTING CO.
Mailing Address: P. O. BOX 3048 • PORTLAND, OREGON 97208
TELEPHONE 285-8394
6900 NORTH EDGEWATER STREET
PORTLAND, OREGON

Date December 23, 19[illegible]

INVOICE NO. P-7[illegible]61

Sold to: Delong Corporation
P.O. Box [illegible]
Astoria, Oregon

Our Order: P-846

Your Order: 4

Shipped to: Same.

Shipped From: See Below

Car/Boat: See Below

Terms: Net 15 days.

Price: f.o.b. dest.

Shipment No.

Douglas Fir Piling, 8"-4'-[illegible] ([illegible])
pressure treated per [illegible]
[illegible], with creosote to a minimum net retention of 1[illegible] lbs.
per cubic foot:

[illegible] 1 THRU [illegible]

[illegible] 37/94' 31/95'
31/[illegible]' 32/97' - - - 2[illegible] pcs. [illegible] Lin.

30/103' 33/104'
30/105' 32/103'
24/107' - - - - - [illegible] " [illegible] "

570 pcs. [illegible] Lin. @ $[illegible] $ 59,[illegible].80
per LF

LESS: [illegible] for testing [illegible]
[illegible],816' Lineal [illegible] per LF. 1,[illegible].80

TOTAL: F.O.B. storage site - - - - - $ 57,474.00

Above materials stored at our plant at Portland, Oregon on a site approved by the State Highway Department as a material storage site for the purpose of making advance payments pursuant to Articles 1-[illegible] and 1-[illegible] of the Standard Specifications for Highway Bridge Construction dated May 1, 1954.

Inspected at our plant by O.S.H.D., same to be final.

Invoice in quadruplicate.

EXHIBIT A

INVOICE

McCORMIC[illegible] & BAXTER CREO[illegible]TING CO.
Mailing Address: P. O. BOX 3048 • PORTLAND, OREGON 97208
TELEPHONE 285-8394
6900 NORTH EDGEWATER STREET
PORTLAND, OREGON

Date December 28, [illegible]

INVOICE NO. [illegible]

Sold to: DeLong Corporation
P.O. Box [illegible]
Astoria, Oregon

Our Order: P-[illegible]8

Your Order: [illegible]

Shipped to: Same.

Shipped From: See Below

Car / Boat: See Below

Terms: Net 15 days.

Price: f.o.b. our plant
Portland, Oregon

Shipment No.

Size

Douglas Fir lumber, [illegible], [illegible] pressure treated per Oregon State Highway Dept. [illegible] with creosote to a minimum net retention of 14 lbs. per cubic foot:

[illegible] 1[illegible] and 170

1 x 12 - [illegible]/14 [illegible]/20
[illegible]/24 - - - - - - - [illegible] pcs. [illegible]' B[illegible]

2 x 12 - [illegible]/4 1[illegible]/[illegible] [illegible]/10 [illegible]/12
[illegible]/14 7[illegible]/16 [illegible]/18
[illegible]/20 [illegible]/22 [illegible]/24 - [illegible] " [illegible]' B[illegible]

3 x 12 - 2/2 2/6 2/10 2/14 2/16
[illegible]/22 2/[illegible] 2/30
[illegible]/32 - - - - - - - [illegible] " [illegible]' BM

12 x 12 - [illegible]/8 [illegible]/10 [illegible]/16 [illegible]/20
[illegible]/22 [illegible]/24 [illegible]/30 [illegible]/[illegible]
[illegible]/[illegible] - - - - - - - [illegible] " [illegible]' BM

[illegible] Pcs. 397,260' BM @ [illegible] $ 50,589.00
per [illegible]

Above materials stored at our plant at Portland, Oregon on a site approved by the State Highway Department as a material storage site for the purpose of making advance payments pursuant to Articles 1-9-[illegible] and 1-9-8 of the Standard Specifications for Highway Bridge Construction dated May 1, 19[illegible]4.

Inspected at our plant by O.S.H.D., same to be final.

Invoice in quadruplicate.

EXHIBIT B

INVOICE

McCORMICK & BAXTER CREOSOTING CO.
Mailing Address: P. O. BOX 3048 • PORTLAND, OREGON 97208
TELEPHONE 285-8394
6900 NORTH EDGEWATER STREET
PORTLAND, OREGON

Date May 6, 1964

INVOICE NO. P-8712

Sold to: DeLong Corporation
P.O. Box 330
Astoria, Oregon

Our Order: P-346

Your Order: 4

Shipped to: Same.

Shipped From: See Below

Car/Boat:

Terms: Net 15 days.

Price: f.o.b. dest.

Shipment No.

Douglas Fir Piling, 6"-3'-14" (max. dia. 3' from butt 20") pressure treated per AWPA and Oregon State Highway Dept. Spec. with Creosote to a minimum net retention of 14 lbs. per cubic foot:

161 pcs.	95'	15,295' Lineal		
218 "	105'	22,890' "		
379 Pcs.		38,185' Lineal	@ $1.55 per LF	$ 59,186.75

Above material stored at Koppers [illegible], treating plant at Wauna, Oregon and has been held for delivery on Columbia River Bridge job since October, 1963.

Inspected by O.S.H.D., same to be final.

Invoice in quadruplicate.

EXHIBIT C

RECEIVED
OCT 6 - 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6121

Sept. 21, 1964

Mr. Roy E. Jackson
Attorney at Law
1207 Olympic National Life Bldg.
Seattle, Washington 98104

Re: Request for Photographs
DeLong Jacking Barges
Astoria-Megler Bridge

Dear Mr. Jackson:

Thank you for your letter of Sept. 14, 1964, confirming our telephone conversation as to the purpose of your earlier letter requesting photographs of the DeLong Corporation's jacking barges used on the above project.

We do not seem to have an aerial or other photographs of these barges while raised above the water, such as you mentioned. However, we are enclosing six 8" x 10" prints of photographs of these barges which may be of some assistance to you. As you will see, there appear to be three of these barges altogether, and of course we do not know which of them your client was aboard when he sustained his injury.

Our photographic laboratory has advised that the cost of these prints is $2.00 each for a total of $12.00. Your remittance may be made payable to the Oregon State Highway Department.

We hope that these will be of some benefit to you in your representation of Mr. Smith.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

NOTED
VICTOR D. WOLFE

AHJ:ks
enc.

cc: Victor Wolfe
L. I. Lindas

RECEIVED
SEP 10 1964
FOR FILING

Mr. Shaw

FORM 2-12b

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 9, 1964

Oregon State Highway Commission

Re: DeLong Corporation
v.
State Highway Commission
File No. L-4522

and

Clifton L. Hanks, et ux [illegible] Prop. Law [illegible]
v.
Thomas Pomeroy
File No. L-4645

Gentlemen:

In connection with the pending litigation of DeLong Corporation v. the State Highway Commission, I hasten to advise you that the DeLong Corporation has filed a Notice of Appeal of the dismissal of the case by Judge Kilkenny and have, at this point, filed their Statement of Points and Designation of the Contents of the record on appeal in connection with the same.

A brief on appeal will eventually be filed, after which it will be necessary for this department to file an opposing brief. Following the filing of our opposing brief, the DeLong Corporation may then file a reply brief if such is indicated.

My best estimate of time in the perfecting of appeal to the point of bringing the same at issue will involve approximately two to three months.

The appeal is made to the Circuit Court of Appeals of the Ninth Federal Judicial District, which court sits in San Francisco. The case, when argued, will be argued in that city. At the present time, I have no knowledge of the backlog of cases pending in the Circuit Court of Appeals, but I would estimate that the matter will not be heard in less than six months.

I shall keep you fully advised of the progress of the appeal.

In connection with the case of Clifton L. Hanks, et ux v. Thomas Pomeroy, which was filed in District Court of the State of Oregon for the County of Marion, I would report that this is an action involving a collision between a snowplow operated by Thomas Pomeroy, an employee of this department, and a Pontiac automobile operated by Mr. Hanks. He alleges negligence on the part of the operator of the snowplow and failure to keep a proper lookout; operating without having control of the plow; and failure to pass the plaintiff's vehicle, which was parked on the side of the road, but instead driving into the same.

The plaintiff demands judgment against the defendant in the sum of $343.67, damages sustained to the plaintiff's vehicle, plus the further sum of $175 as attorney fees.

This matter will be turned over to our insurance carrier for handling, and I shall keep you informed of the progress.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:lb

FORM E-30X—10M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible]

[illegible]

6124

SUBJECT: Astoria Bridge Project

To: Mr. R. L. Porter
Mr. [illegible]
~~Mr. [illegible]~~
Mr. [illegible]

Attention: [illegible]

Please substitute the attached for the cost tabulation handed you in our conference in Mr. Porter's office yesterday morning.

The dollar figures have not changed. I have expanded the explanation as to how they were arrived at.

Ivan D. Merchant
Bridge Engineer

[illegible]
Attachment

[illegible]

Estimate of extra cost of total project attributable to De Long's failure to complete Contract 621, (piers) within time specified. Estimate predicated on current estimate of cost to complete piers (Contract 64[illegible] - Raymond International) and current estimate of work completed by De Long on Contract 621, and miscellaneous extra costs incurred by delay and [illegible] [illegible] work cost of [illegible], had De Long completed same within time specified. All figures are only estimates at this date with final figures to be developed at completion of project.

Contract [illegible] (Raymond International)

Estimated total cost - based on Bridge Division estimate of net quantities of work involved and contract unit prices. -		$5,169,250.00

Contract 621 (De Long)

Estimated cost of work completed by De Long to April 13, 1954, (contract cancellation date). Figures taken from Project Engineer's Estimate 1[illegible], deducting $355,000.00 liquidated damages and $[illegible],000.00 for pile cut-offs which were not delivered to State. -		4,146,620.00

Miscellaneous Items

Possible extras on Contract 62[illegible], U.S. Steel Corporation for steel superstructure.

Est. Labor	5,000,000.00	
Est. Labor incr. 5%	250,000.00	
Other Items	250,000.00	500,000.00
Excess Construction Engineering 15 months at $14,500.00	217,500.00	
Prep. of new plans, specs, est's.	2,500.00	220,000.00
Extra expense of inspection of De Long seal concrete by core drilling		26,000.00
Ferry Operation - additional 15 months		200,000.00

Pier 16, Sheet Pile Rental - 12 Months	11,000.00
Additional bond financing cost 450 days at $1,000.00	[illegible]
Total Add.	1,467,000.00
Total Est. cost of Project	10,002,870.00
Deduct Theoretical total cost of Contract 6124	- 7,[illegible].00
Rem.	3,961,870.00

P. M. Stephenson

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SEP 8 - 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 4, 1964

Colonel L. B. DeLong
DeLong Corporation
P. O. Box 330
Astoria, Oregon

Re: Columbia River Bridge at Astoria
Contract No. 6124
File No. L-4522
14" BP 73# Pile Cut-offs

Gentlemen:

Article 2.3.11, as supplemented by the Special Provisions for Contract 6124, Substructure for Steel Spans, states that "Cut-offs in excess of three feet (3') in length not used as pile extensions shall remain the property of the State and shall be stockpiled on the highway right-of-way at locations determined by the engineer within one-half mile of the structure site." Our records indicate that there are 12,080 feet less four pieces at 70 feet previously furnished the State, or a net length of 14" BP 73# piling of 11,800 feet in various lengths due the State under paragraph 2.3.11.

Cut-off piling are the difference in length between the piling actually remaining in the structure and the order length. The terms of the contract require the State to reimburse you for the order length of piling at your unit bid price.

On the morning of August 27, 1964, a demand was made upon you for the 11,800 feet of pile cut-offs. You refused to deliver these piling to the State. The then-existing usefulness of these piling cut-offs has now expired. Because of your action in refusing to deliver these piles to the State, the State will accordingly have no further interest in these piling and will deduct from any moneys due or to become due you under Contract No. 6124, an amount of money equal to the 11,800 feet net length of piling at your bid price of $7.00 per foot.

Very truly yours,

L. I. LINDAS
Chief Counsel

NOTED
P. M. STEPHENSON

By
G. E. ROHDE
Assistant Counsel

PS Mr. Rohde contacted DeLong's bonding company and George Mead by telephone and they both referred the matter back to DeLong with the statement that it was his decision.

GER:lb
cc--G. W. Mead
--Travelers Indemnity Co.

RECEIVED
SEP 8 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 3, 1964

Mr. Carl A. Trexel
40 Winston Drive
San Francisco, California 94132

Dear Mr. Trexel:

Columbia River Bridge at Astoria
Bridge No. 7949

Enclosed please find four prints each of Sheets 1 to 8 being the court room exhibits relative to foundation material. Also enclosed is a copy of a memorandum to me explaining certain minor differences between the plans and the exhibits as drawn.

Your letter of August 12, 1964, requests certain information on various items. You refer to "alleged excavation difficulty at Pier 170 because of shale encountered at higher elevations than indicated on the contract drawings". No claim was filed by De Long on either excavation or pile driving at Pier 170. The original order length of pile at Pier 170 was for 85 feet of penetration below the bottom of the seal. With the pile driving equipment furnished by the contractor it was not possible to drive the piling to this penetration. Referring to Sheet 8 enclosed you will notice that the average penetration of piling in the east half was 40 feet and in the west half 46.5 feet. In view of the experience gained in driving the initial piling a revised order length was given De Long. This is in accordance with the special provisions permitting the State to revise the order length.

The main difficulty in this pier was our requirement that the piling had to be driven to practical refusal. Again referring to the special provisions the requirements for piling at Pier 170 are that these are point bearing piling and to be sure that all possible penetration was obtained the provisions of practical refusal were insisted on in the pile driving.

I am sorry that I am not able to send you a copy of the Dames and Moore report. Prior to the States obtaining the foundation data, we relied on the data collected by Tudor Engineering Company in their 1955 report.

NOTED
P. M. STEPHENSON

Test Holes No. 3, 13, and 13A indicated a silt loam to approximately elevation -200. Settlement calculations performed by W.C. Hill indicated that friction piling on the order of 60 to 80 feet below the bottom of seal could result in a settlement of the pier of one foot because of the compressible material below the bottom of the seal into which the piling would be driven.

To verify the above settlement figures Dames and Moore were retained to make their own investigation of the probable amount of settlement using samples of material obtained by the State. Dames and Moore verified the fact that a settlement of about one foot could be expected. Inasmuch as the main spans are continuous spans, settlement of this amount could not be allowed.

At this time it was decided to change the pile type to steel bearing piling and drive the piling into the material below elevation -200. The contract order list specified 190 feet of piling below the bottom of the seal. Article 2.3.8 of the special provisions states "The work will require foundation piling as shown in the list below. The lengths shown is the penetration required below the bottom of the seals or below the bottom of the footings where no seals are required, except for Piers 170 to 175, inclusive, which are point bearing piles, to be driven for bearing only". The contractor had no problem driving piling to approximately elevation -215. No jetting was done in this pier at any time.

As indicated on Sheets 6 and 7 some piling stopped at a slightly higher elevation. However, when driven to the required bearing these piling were accepted by the State. A revised order length of 165 feet was given the De Long Corporation after the contractor had driven several piling as test piling. The State was satisfied with the piling being driven through the compressible layers into the lower stratum of compact material. The piling must still be considered as friction piling, however, and not end bearing piling. I am sure that if we had insisted that the contractor get a higher energy hammer that more penetration could have been obtained; however, as mentioned above the State was satisfied with the bearing of the piling as driven. I hope the above explanation explains that our design and construction criteria for the Pier 169 piling.

For your information, De Long's suit in Federal Court was dismissed on August 25; however, on September 1 the De Long Corporation appealed the dismissal to the next higher court. At the present time Raymond International are working on the job and are making very good progress.

For your information I am enclosing copies of reports from the Project Engineer dated August 24, 25, 27 and 27 covering Pier 169 seal removal operations, topographic maps of soundings around Piers 164 to 167 inc., and a divers inspection report for Piers 17 through 20, 160 through 167 and 169.

Please advise if there is anything further that we can furnish you in this matter.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:jm
Attachments
cc: ~~P.K.~~ Stephenson w/a
L.I. Lindas w/a

FORM E-80 SOM 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1964

SUBJECT: Columbia River Bridge
at Astoria
Bridge 7949
Pier Contract

To: Mr. I. D. Merchant
Bridge Engineer

OFFICE

There are a few points in connection with the eight drawings prepared for use in conjunction with De Long Corporation's lawsuit and Mr. Trexel's report on above-mentioned project, that I feel need some explanation. These items are as follows:

1. Sheet 2 - On the logs of test holes 5A, 5B, 5C, and 5D, the rock is identified as solid rock whereas it is called "fairly hard highly seamed rock tuffaceous breccia" for test hole 5. Logs of test holes 5A, 5B, 5C, and 5D did not appear on either the contract drawings or on Drawing #7949F. It should be kept in mind that these test holes were made solely for the purpose of verifying the presence of rock underlying the entire area of the pier and determining the top elevation of same.

   No streambed profile is indicated on this drawing. Three sets of data have been furnished to us, i.e. Ed Hall's fathometer readings, Bill Hill's streambed elevation at time of foundation investigation, and R. W. Ellison's original ground elevations. As there is considerable variation between the three sets of data, and the extent of the sand and silt overburden is not an issue of any importance, it was felt that nothing would be gained by including the streambed profile on the elevation view of the pier.

2. Sheet 3 - Four prestressed concrete piling were driven (50' penetration) prior to the change to 14BP73 steel. Due to the low bearing values indicated by the driving record of the concrete piles, it was decided to drive steel bearing piles to the underlying rock. One steel piling was rejected because it did not reach the bed rock.

3. Sheets 6 & 7 - No average pile tip elevations were shown for the piling that were rejected, for either the east or

west footing. It should be noted that the average penetration of the rejected piling was 133' (147.5' average for the accepted piling) for the east footing and 146.4' for the west footing. (149.3' average for the accepted piling). The question is bound to arise as to why the piling were rejected, especially when many rejected piling were driven further than the shortest accepted piling (88.8 foot penetration) in east footing.

The following paragraph is from a letter written to you by R. W. Ellison dated 10 July 1964:

> "Most of the rejected piles were so designated because the length furnished by the contractor was less than order length and was insufficient to attain bearing in the hard underlying material. Other piles were rejected due to malfunctioning of the hammer which did not allow driving to the hard underlying layers. All piles installed as replacements for those driven with a malfunctioning hammer were driven deeper than the rejected pile."

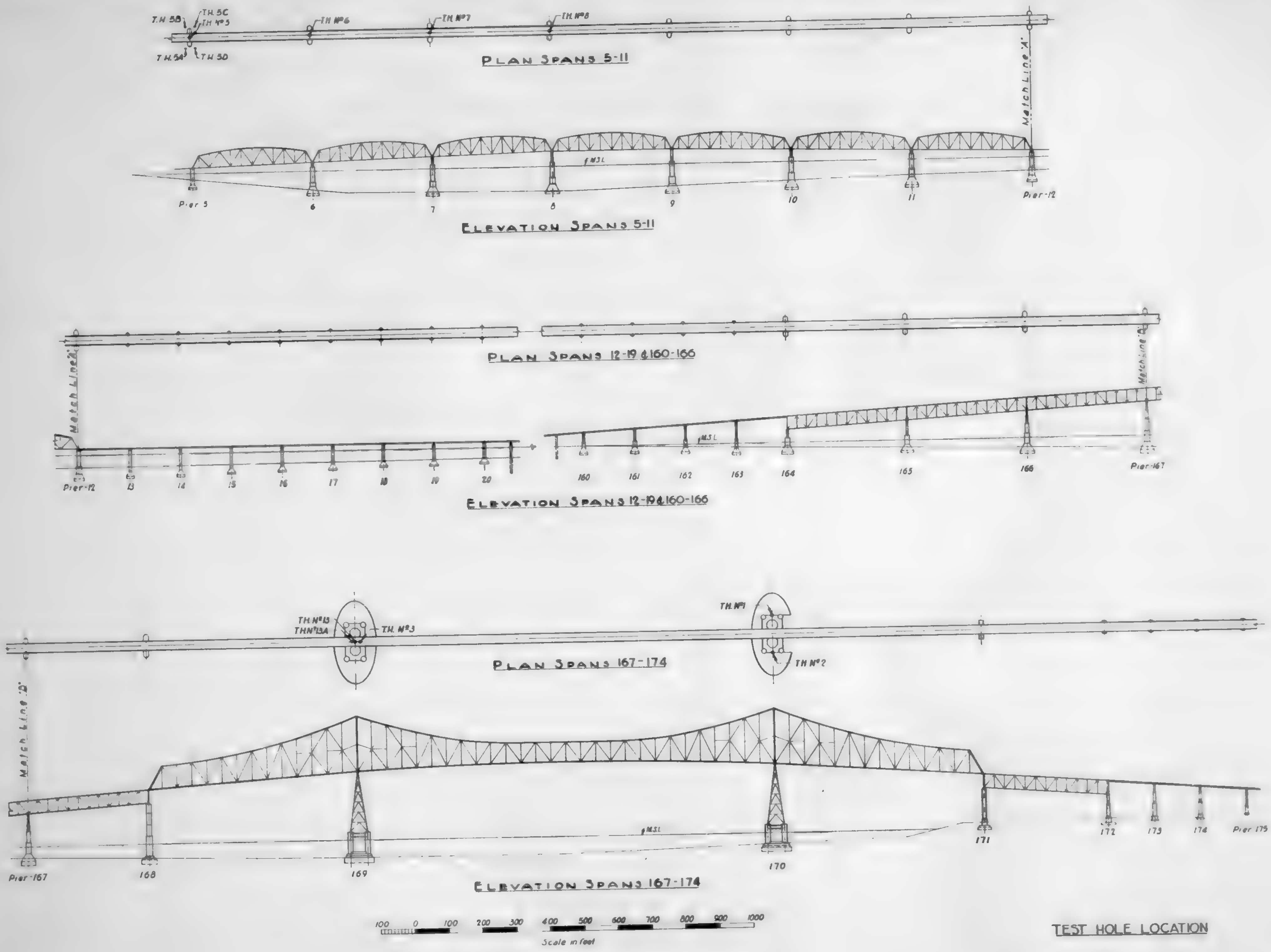
4. Sheet 7 - Regarding the information representing the test hole data shown on Drwg. #7949F, we have added (-90) alongside elevation -70. This was done to point out that this obvious error was discovered while preparing this drawing.

5. Sheet 8 - Regarding the data for test hole #2 taken from Drwg. 7949F, the word description of the material at approximate elevation -70, contained an obviously mispelled word. We have changed the spelling of the word from "bady" to "bad(l)y".

The above items should probably be brought to the attention of our legal department. Accompanying this memo are the 9 prints, which you requested, of each of the eight sheets.

L. L. Wallace
Bridge Design Engineer

LLW:vt
Attachments



PLAN SPANS 5-11

ELEVATION SPANS 5-11

PLAN SPANS 12-19 & 160-166

ELEVATION SPANS 12-19 & 160-166

PLAN SPANS 167-174

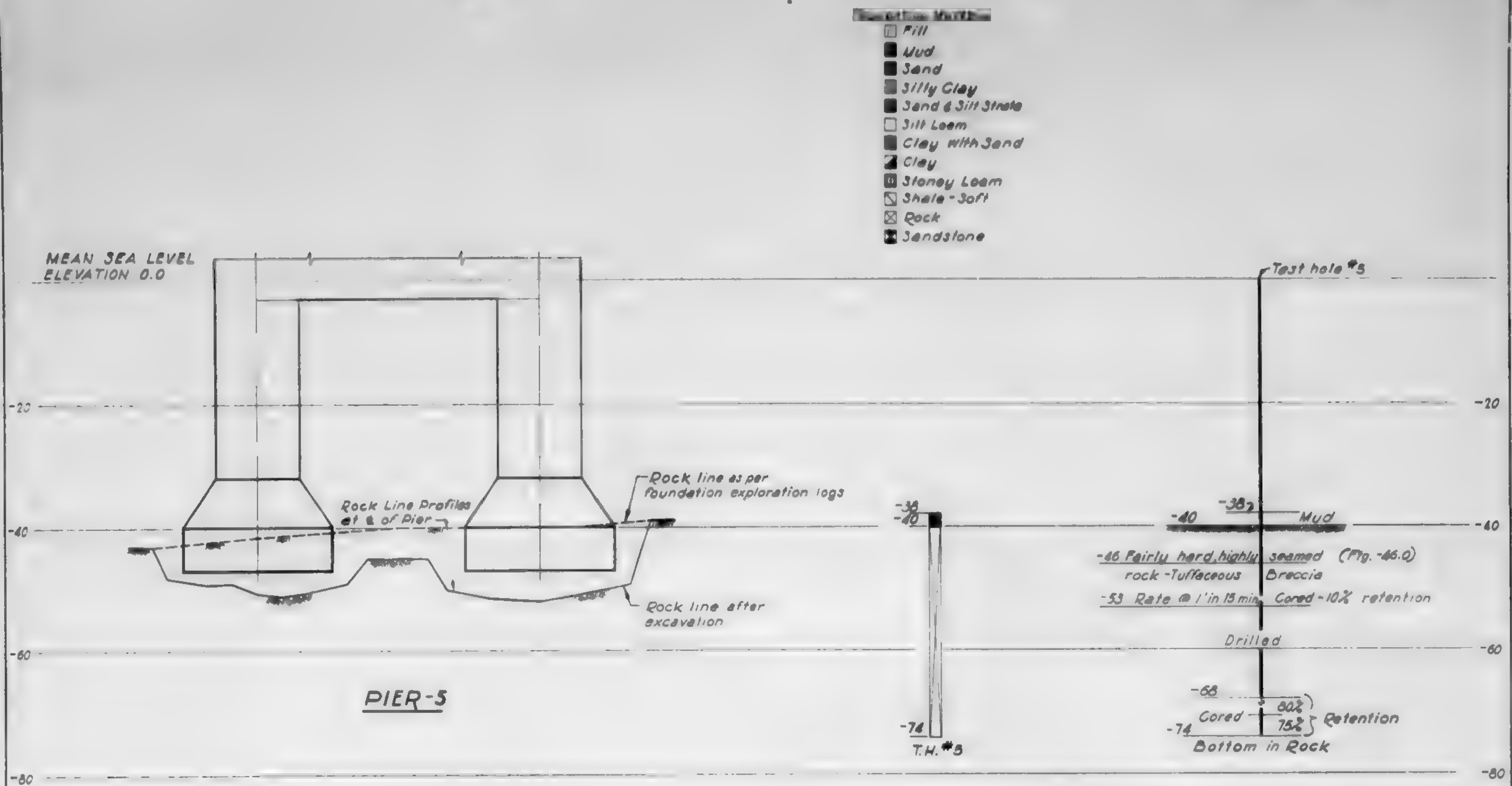
ELEVATION SPANS 167-174

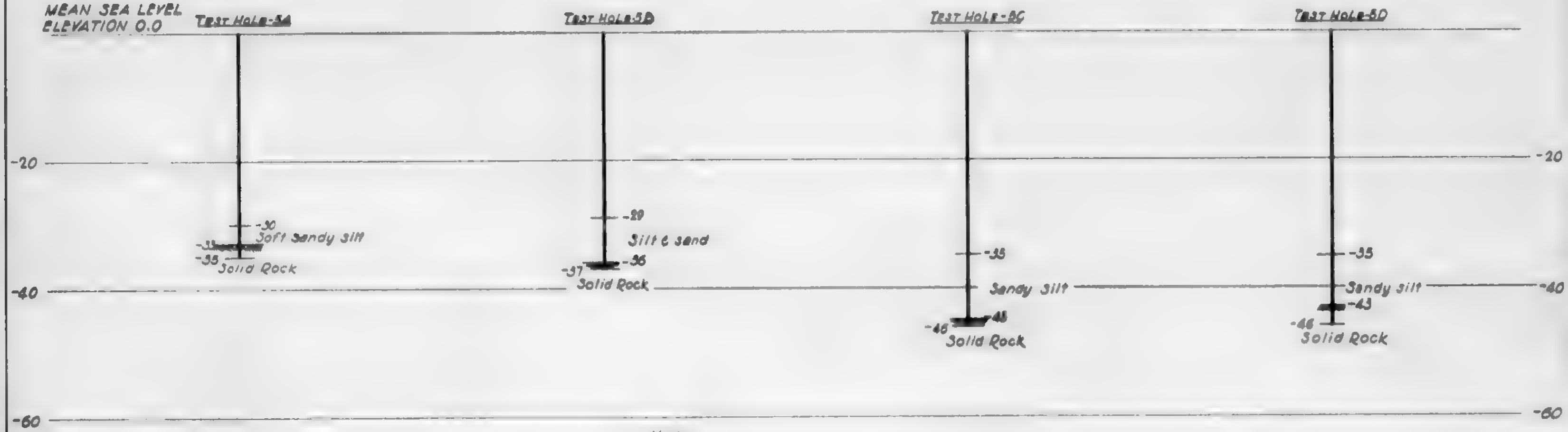
TEST HOLE LOCATION

(Sheet-1)

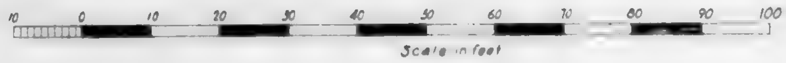
FOUNDATION DATA
CONSTRUCTION PLA

FOUNDATION DATA SUMMARY
Drawing Nº 7949F, (12-22-61)





Note
Test holes 5A, 5B, 5C & 5D were made for the purpose of determining top of rock elevation only



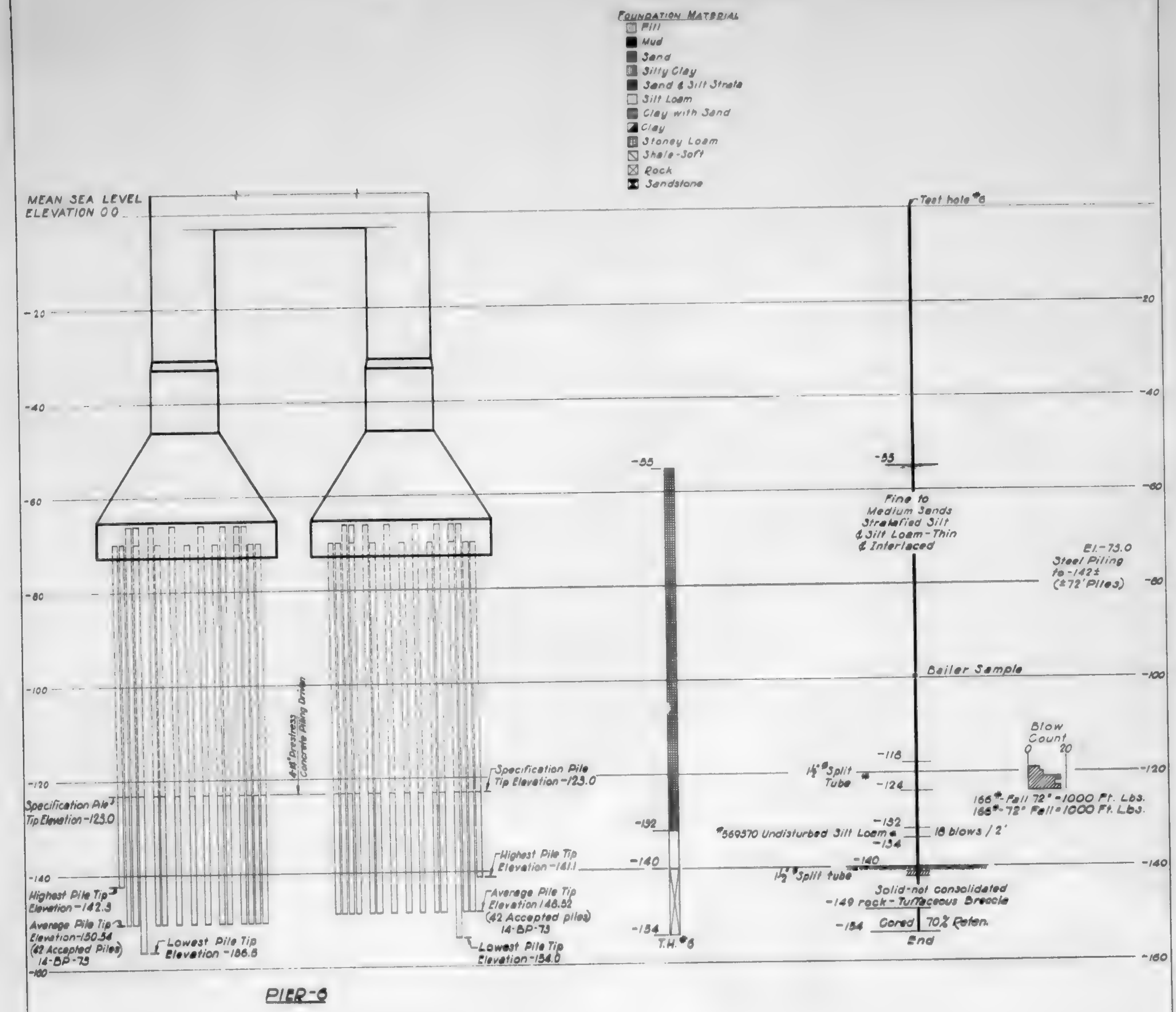
Scale in feet

FOUNDATION DATA
PIER-5

(Sheet-2)

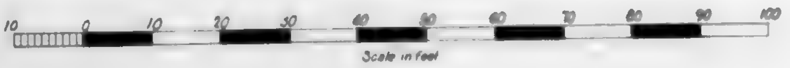
FOUNDATION DATA ON CONSTRUCTION PLANS

FOUNDATION DATA SUMMARY
DRAWING Nº7949F, (12-22-61)


FOUNDATION MATERIAL
Fill
Mud
Sand
Silty Clay
Sand & Silt Strata
Silt Loam
Clay with Sand
Clay
Stoney Loam
Shale-Soft
Rock
Sandstone
MEAN SEA LEVEL
ELEVATION 0.0
-20
-40
-60
-80
-100
-120
-140
-160
4-18" Prestress Concrete Piling Driven
Specification Pile Tip Elevation -123.0
Highest Pile Tip Elevation -142.3
Average Pile Tip Elevation -150.34 (42 Accepted Piles) 14-BP-73
Lowest Pile Tip Elevation -166.6
Specification Pile Tip Elevation -123.0
Highest Pile Tip Elevation -141.1
Average Pile Tip Elevation 148.52 (42 Accepted piles) 14-BP-73
Lowest Pile Tip Elevation -154.0
-55
-132
-140
-154
T.H. #6
Test hole #6
-55
Fine to Medium Sands Stratefied Silt & Silt Loam-Thin & Interlaced
El. -73.0 Steel Piling to -142± (±72' Piles)
Bailer Sample
-118
1½" Split Tube
-124
Blow Count
0
20
166#-Fall 72" =1000 Ft. Lbs.
166#-72" Fall=1000 Ft. Lbs.
-132
#569570 Undisturbed Silt Loam
-134
18 blows / 2'
-140
1½" Split tube
Solid-not consolidated
-149 rock-Tuffaceous Breccia
-154 Cored 70% Reten.
End
20
40
60
80
100
120
140
160

PIER-6

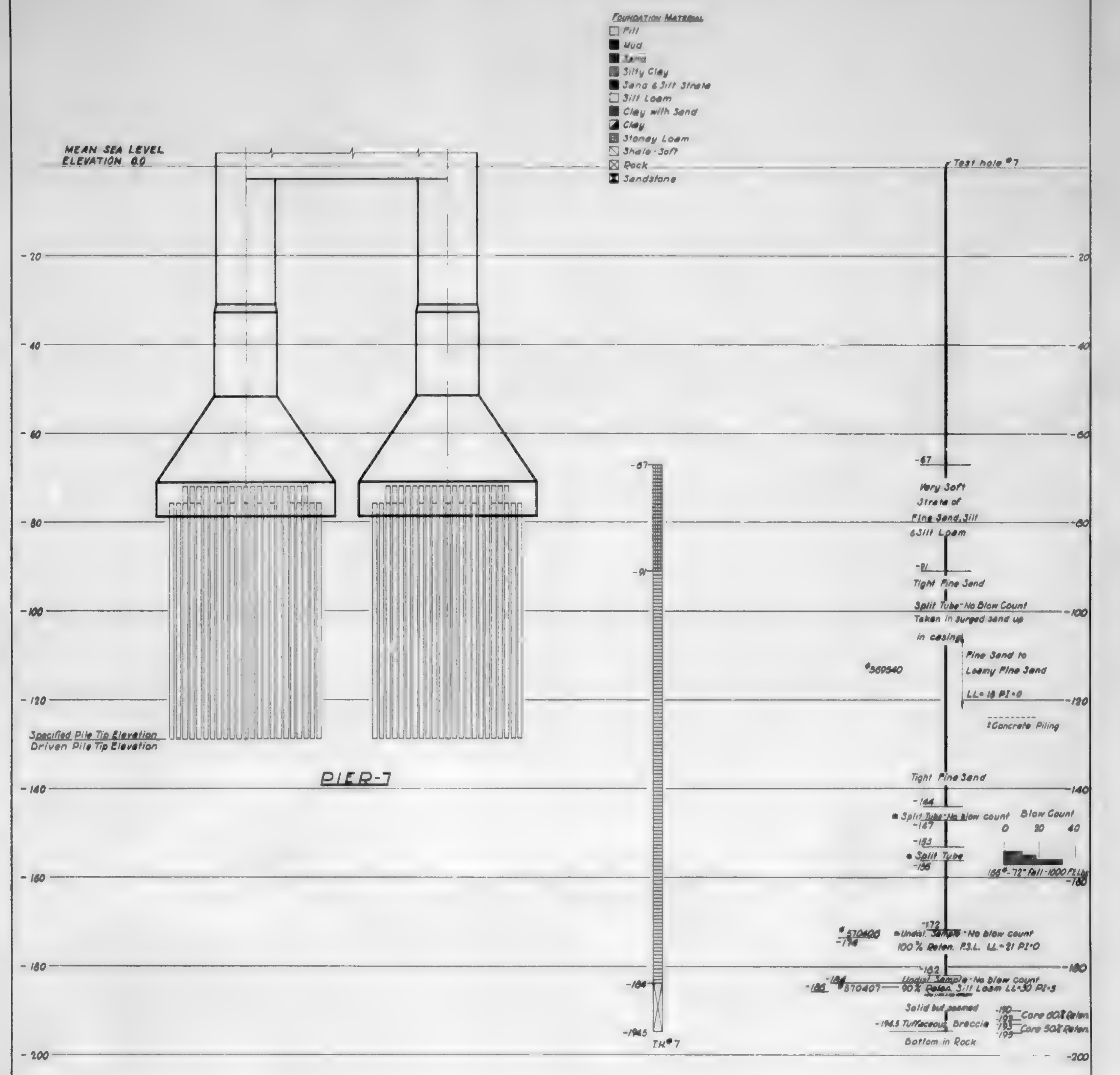
PILE DRIVING
AND
FOUNDATION DATA
PIER-6



(Sheet-3)

FOUNDATION DATA ON
CONSTRUCTION PLANS

FOUNDATION DATA SUMMARY
Drawing No 7949F, (12·22·61)

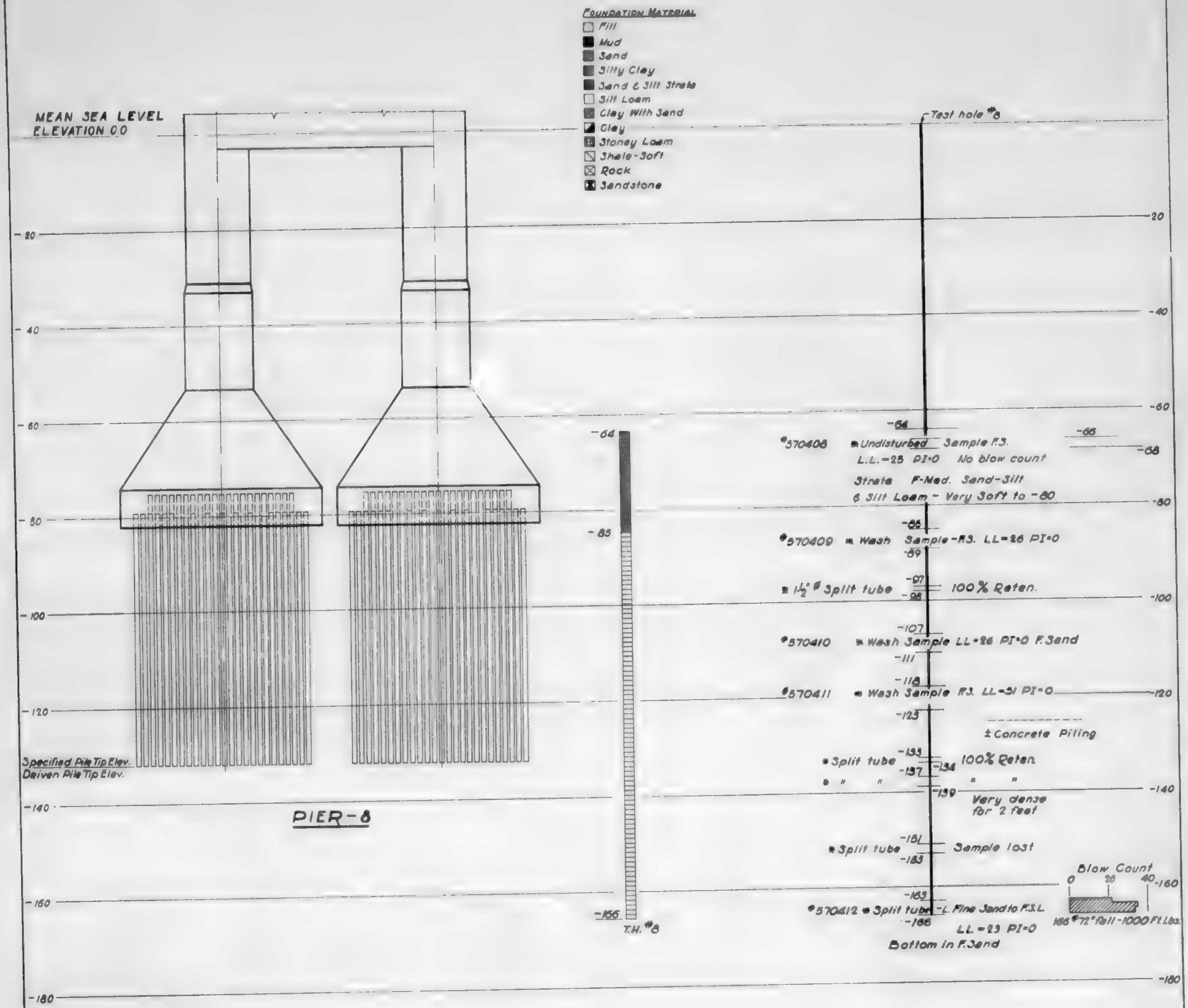


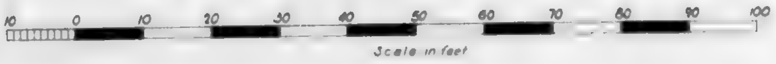
PILE DRIVING
AND
FOUNDATION DATA
PIER-7

(Sheet-4)

FOUNDATION DATA ON
CONSTRUCTION PLANS

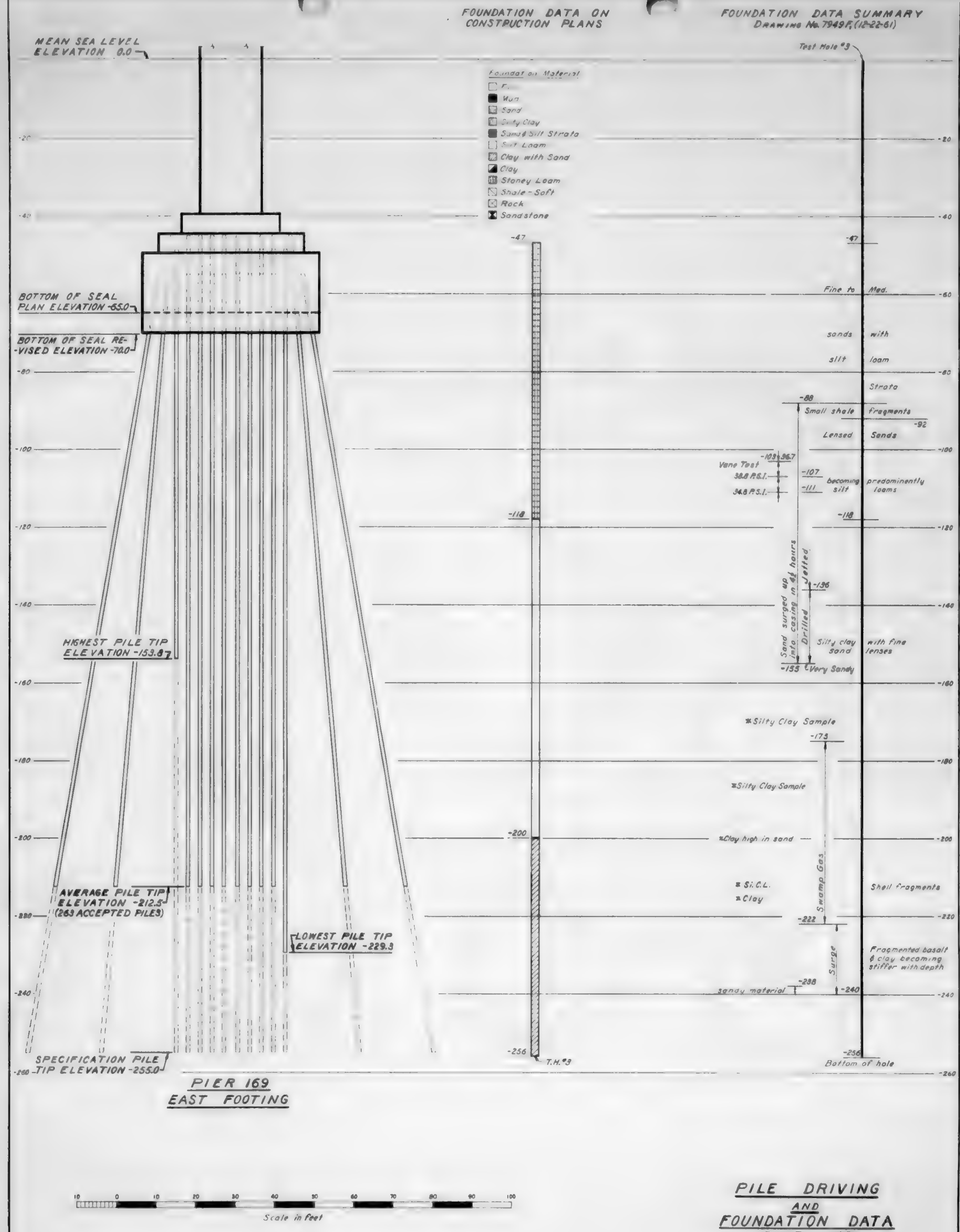
FOUNDATION DATA SUMMARY
DRAWING Nº 7949F (2286)





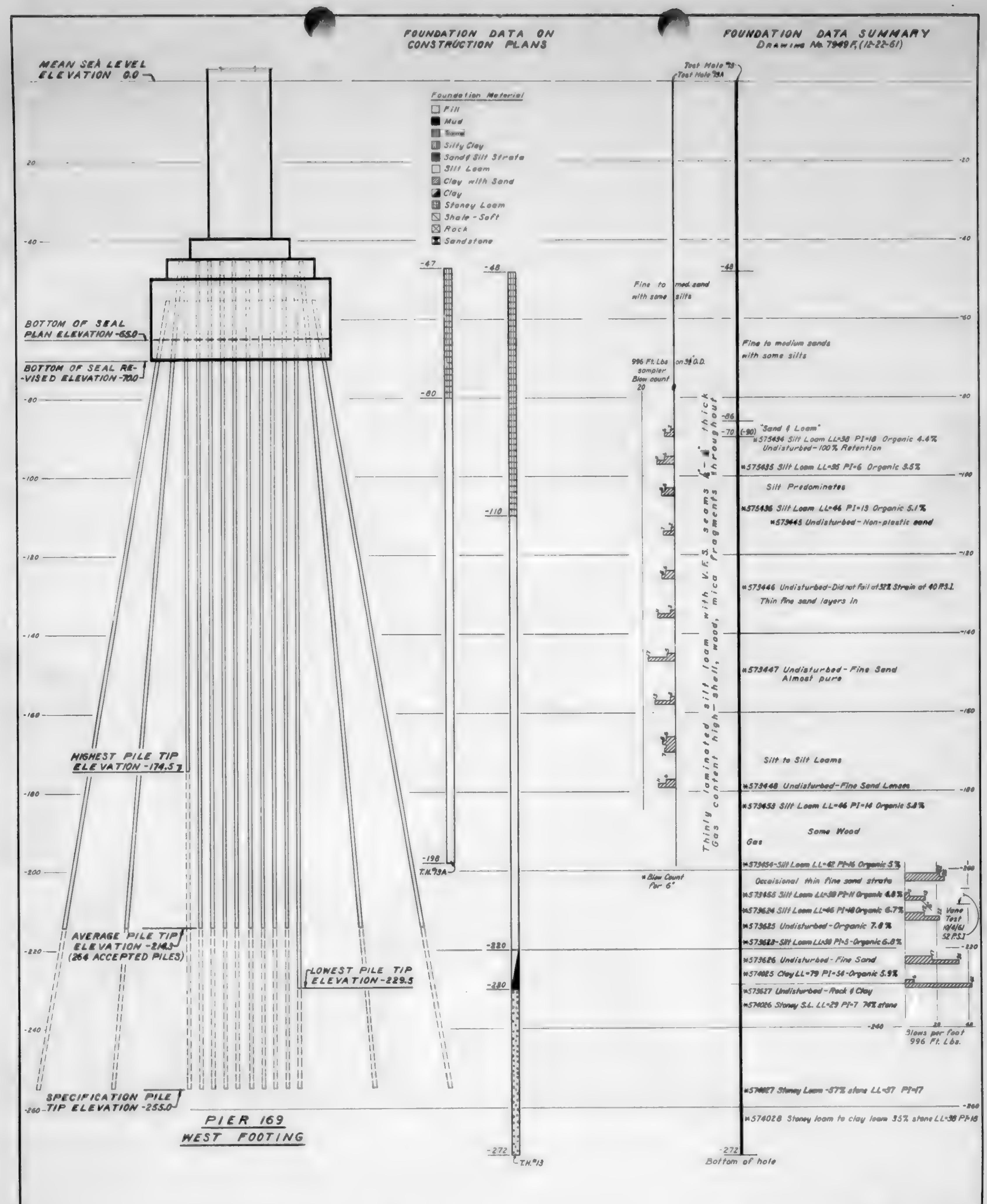
PILE DRIVING
AND
FOUNDATION DATA
PIER 8

(Sheet-8)

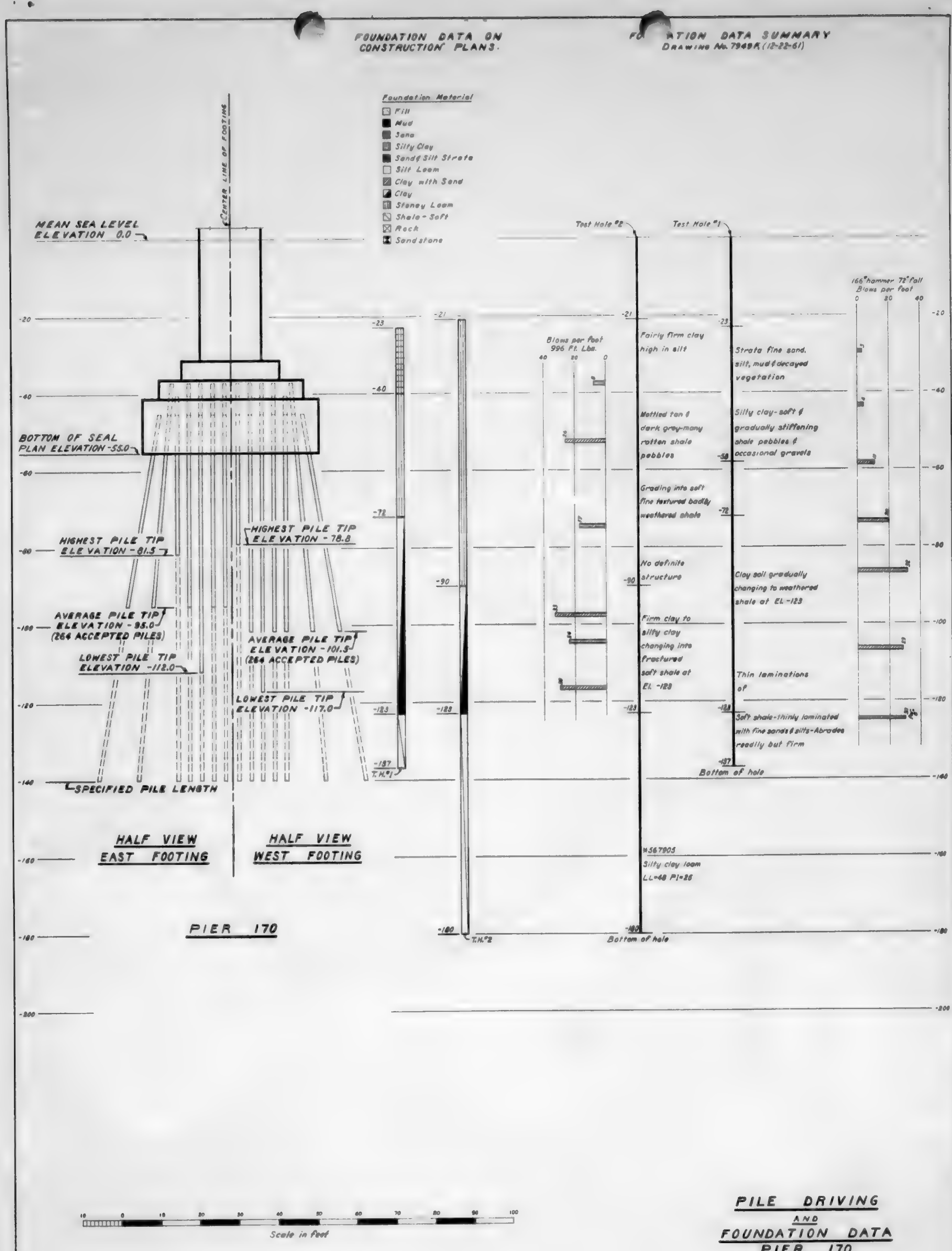


PILE DRIVING
AND
FOUNDATION DATA
PIER 169

(Sheet 6)


FOUNDATION DATA ON CONSTRUCTION PLANS
FOUNDATION DATA SUMMARY
Drawing No. 7949 F, (12-22-61)
MEAN SEA LEVEL ELEVATION 0.0
Foundation Material
☐ Fill
■ Mud
▨ Sand
▥ Silty Clay
▩ Sand & Silt Strata
☐ Silt Loam
▨ Clay with Sand
◩ Clay
⊞ Stoney Loam
⧅ Shale - Soft
☒ Rock
⧗ Sandstone
Test Hole #13
Test Hole #13A
-20
-40
-47
-48
-60
-80
-86
-70
(-90)
-100
-110
-120
-140
-160
-180
-198
T.H. #13A
-200
-220
-230
-240
-260
-272
T.H. #13
BOTTOM OF SEAL PLAN ELEVATION -65.0
BOTTOM OF SEAL REVISED ELEVATION -70.0
HIGHEST PILE TIP ELEVATION -174.5
AVERAGE PILE TIP ELEVATION -214.5 (264 ACCEPTED PILES)
LOWEST PILE TIP ELEVATION -229.5
SPECIFICATION PILE TIP ELEVATION -255.0
PIER 169
WEST FOOTING
Fine to med. sand with some silts
996 Ft. Lbs on 3½ O.D. sampler Blow count 20
Thinly laminated silt loam with V.F.S. seams ⅛-¼ thick
Gas content high - shell, wood, mica fragments throughout
* Blow Count For 6"
Fine to medium sands with some silts
"Sand & Loam"
*575434 Silt Loam LL=38 PI=18 Organic 4.4%
Undisturbed - 100% Retention
*575435 Silt Loam LL=35 PI=6 Organic 3.5%
Silt Predominates
*575436 Silt Loam LL=46 PI=13 Organic 5.1%
*573445 Undisturbed - Non-plastic sand
*573446 Undisturbed - Did not fail at 32% Strain at 40 P.S.I.
Thin fine sand layers in
*573447 Undisturbed - Fine Sand Almost pure
Silt to Silt Loams
*573448 Undisturbed - Fine Sand Lenses
*573453 Silt Loam LL=46 PI=14 Organic 5.8%
Some Wood
Gas
*573454 - Silt Loam LL=42 PI=16 Organic 5%
Occaisional thin fine sand strata
*573455 Silt Loam LL=38 PI=11 Organic 4.8%
*573624 Silt Loam LL=46 PI=18 Organic 6.7%
*573625 Undisturbed - Organic 7.8%
*573623 - Silt Loam LL=38 PI=5 - Organic 6.8%
*573626 Undisturbed - Fine Sand
*574025 Clay LL=79 PI=54 - Organic 5.9%
*573627 Undisturbed - Rock & Clay
*574026 Stoney S.L. LL=29 PI=7 74% stone
Vane Test 10/4/61 52 P.S.I.
20
40
Blows per foot 996 Ft. Lbs.
*574027 Stoney Loam - 57% stone LL=37 PI=17
*574028 Stoney loam to clay loam 35% stone LL=38 PI=16
Bottom of hole
10
0
10
20
30
40
50
60
70
80
90
100
Scale in feet

PILE DRIVING
AND
FOUNDATION DATA
PIER 169


FOUNDATION DATA ON CONSTRUCTION PLANS.
FO ATION DATA SUMMARY
Drawing No. 7949R (12-22-61)
Foundation Material
Fill
Mud
Sand
Silty Clay
Sand & Silt Strata
Silt Loam
Clay with Sand
Clay
Stoney Loam
Shale - Soft
Rock
Sandstone
CENTER LINE OF FOOTING
MEAN SEA LEVEL ELEVATION 0.0
BOTTOM OF SEAL PLAN ELEVATION -55.0
HIGHEST PILE TIP ELEVATION -81.5
HIGHEST PILE TIP ELEVATION -78.8
AVERAGE PILE TIP ELEVATION -95.0 (264 ACCEPTED PILES)
AVERAGE PILE TIP ELEVATION -101.5 (264 ACCEPTED PILES)
LOWEST PILE TIP ELEVATION -112.0
LOWEST PILE TIP ELEVATION -117.0
SPECIFIED PILE LENGTH
HALF VIEW EAST FOOTING
HALF VIEW WEST FOOTING
PIER 170
T.H.#1
T.H.#2
Test Hole #2
Test Hole #1
Blows per foot 996 Ft. Lbs.
166# hammer 72" fall Blows per foot
Fairly firm clay high in silt
Mottled tan & dark grey-many rotten shale pebbles
Grading into soft fine textured badly weathered shale
No definite structure
Firm clay to silty clay changing into fractured soft shale at EL -123
Strata fine sand, silt, mud & decayed vegetation
Silty clay-soft & gradually stiffening shale pebbles & occasional gravels
Clay soil gradually changing to weathered shale at EL -123
Thin laminations of
Soft shale-thinly laminated with fine sands & silts-Abrades readily but firm
Bottom of hole
#567905 Silty clay loam LL=48 PI=26
Bottom of hole
-20
-40
-60
-80
-100
-120
-140
-160
-180
-200
-21
-23
-40
-58
-72
-90
-123
-137
-180
Scale in feet
10
0
10
20
30
40
50
60
70
80
90
100

PILE DRIVING
AND
FOUNDATION DATA
PIER 170

(Sheet 8)

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AUG 27 1964
FOR FILING

6124

Salem, Oregon
August 25, 1964

Mr. L. I. Lindas
Chief Counsel
OFFICE

In view of the report that Federal District Judge John Kilkenny has dismissed the suit of the Delong Corporation versus the Highway Commission, et al, for lack of jurisdiction, I am wondering if there is anything that the State should do prior to the inevitable filing of a suit in the State Circuit Court.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe

RECEIVED
AUG 31 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Dorothy
[illegible]

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 17, 1964

Keane, Haessler, Bauman & Harper
Attorneys at Law
1430 American Bank Building
Portland 5, Oregon

Attention: Donald Pearlman

Gentlemen:

This is to acknowledge receipt of your Notice of Claim dated August 12, 1964, on behalf of Concrete Equipment Leasing Corporation stating that the DeLong Corporation owes them $190,000 plus interest for Roto-Bags for the period June 1, 1963, to August 1, 1964.

The claim states this is in reference to the DeLong Corporation, Contract No. 6124, substructure for steel spans, Columbia River Bridge on the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

The surety on this project is the Travelers Indemnity Company through Phil Grossmayer Co., Equitable Building, Portland, Oregon. We will advise them of the receipt of your claim and we will also file your claim with the Secretary of State.

When your claim has been paid, please let us know so that we can clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY
Secretary
OREGON STATE HIGHWAY COMMISSION

File #4091

FILED
AUG 18
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
1964
HOWELL APPLING, JR.
SECRETARY OF STATE

CWH:jf

cc: Travelers Indemnity Company
700 Main Street
Hartford 15, Connecticut

DeLong Corporation
29 Broadway
New York City, New York

Mr. Jackson
Mr. Simpson

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon 97310

(P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.)

NOTED ON CARD
de

NOTED
C. W. HEAD

TO: THE STATE OF OREGON
THE OREGON STATE HIGHWAY COMMISSION

Notice hereby is given that the undersigned Concrete Equipment Leasing Corporation has a claim for unpaid rental value on four hundred (400) Roto-Bags supplied for use of the DeLong Corporation for the period June 1, 1963, to August 1, 1964, in the amount of one hundred ninety thousand ($190,000) dollars* plus interest thereon at the rate of six percent (6%) per annum and reasonable attorneys fees pursuant to ORS 736.325 against the bond taken from DeLong Corporation and The Travelers Indemnity Company for the work under State Highway Contract No. 6124 for the substructure for steel spans, Columbia River Bridge on the Oregon Coast Highway at Astoria.

Dated at Los Angeles, California, this *12th* day of August, 1964.

CONCRETE EQUIPMENT LEASING
CORPORATION

By
President

*Additional rent claimed will accrue at the rate of twenty-five (25) dollars per Roto Bag per month until the Roto-Bags are returned to Concrete Equipment Leasing Corporation.

RECEIVED
AUG 1 [illegible] 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 30 1964
FOR FILING

11-[illegible]

61-4

NAME AND ADDRESS OF SENDER Oregon State Highway Dept
Salem, Oregon

Indicate type of mail
☐ INSURED ☑ CERTIFIED ☐ C. O. D.

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

4-3-64

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT ¹	R. R. FEE	S. D. FEE	S. H. FEE ²	RESTRICTED DELIVERY FEE REMARKS
1	14762 ✓	J. Weisensee & Jane Rt 2 Bx 193 Monmouth	5	20	10					Legal
2	763 ✓	L. Weisensee & Jane 421 SW 6 Ave Ptld	—	—	—					—
3	764 ✓	Si Cohn City Clerk Ptld.	—	—	—					—
4	765 ✓	DeLong Corp 29 Bdwy N.Y.	8	20	10					Dist
5	766 ✓	The Travelers Indemnity Co Fidelity & Surety Dept 700 Main Hartford 15 Conn	8	20	10					—
6	767 ✓	" " " " Equitable Bldg Ptld	5	20	10					✓
7	768 ✓	DeLong Corp 100 Columbia Cove Astoria	5	20	10					✓
8	769 ✓	O.K. Weeks & Jane 756 W Pilgr St Roseburg	10	20	10					✓
9	770 ✓	Elmer L Woods Rt 1 Myrtle Creek	✓	—	—					—
10	771 ✓	A. H. Russ & Jane 2519 Applegate K.F.	5	—	—					—
11	772 ✓	H. Weeks & John 756 W Pilgr St Roseburg	10	—	—					—
12	773	Golden Gate Enterprises 400 Sharon Park Dr Menlo Park Calif	30	20	10					—
13	774	R J Hawkins 0540 Bx 122 The Dalles	15	20	10					✓
14	775 ✓	Woodward & Son & Barlow Bx 456 Coquille	10	20	10					Off Engr
15	776 ✓	Amer. Bitumuls & Asphalt Bx 4424 Ptld.	—	—	—					
16	777 ✓	Babler Bros 4617 SE Milwaukie Ptld	—	—	—					—
17	778 ✓	B&K Paving Co 2201 Sunrise St. Kelso Wash	—	—	—					✓
18	779 ✓	Interstate Paving Co Bx 92 The Dalles	—	—	—					—
19	780 ✓	[illegible] Paving Co Bx 2206 Salem	—	—	—					—
20	781 ✓	Rogue River Paving Bx 942 Medford	—	—	—					—

TOTAL NUMBER OF PIECES LISTED BY SENDER 20	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE 20	POSTMASTER, PER (Name of receiving employee)	¹ Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up." ² Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A—July 1958

U. S. GOVERNMENT PRINTING OFFICE

C48—16—72948-2

RECEIPT

Received the numbered article described on other side.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

Received the numbered article described on other side.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (*must always be filled in*)

TRAVELERS INSURANCE CO.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (*only if requested*)

APR 5

C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

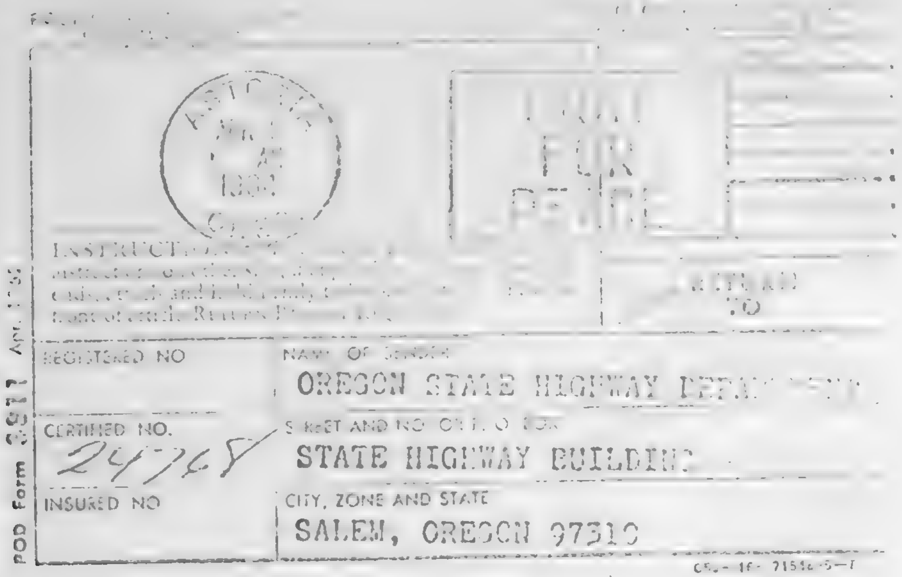
SIGNATURE OR NAME OF ADDRESSEE (*must always be filled in*)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (*only if requested*)

C55—16—71548-5—F GPO



POD Form 3811 Apr. 1962

INSTRUCTIONS

REGISTERED NO

CERTIFIED NO. 24768

INSURED NO

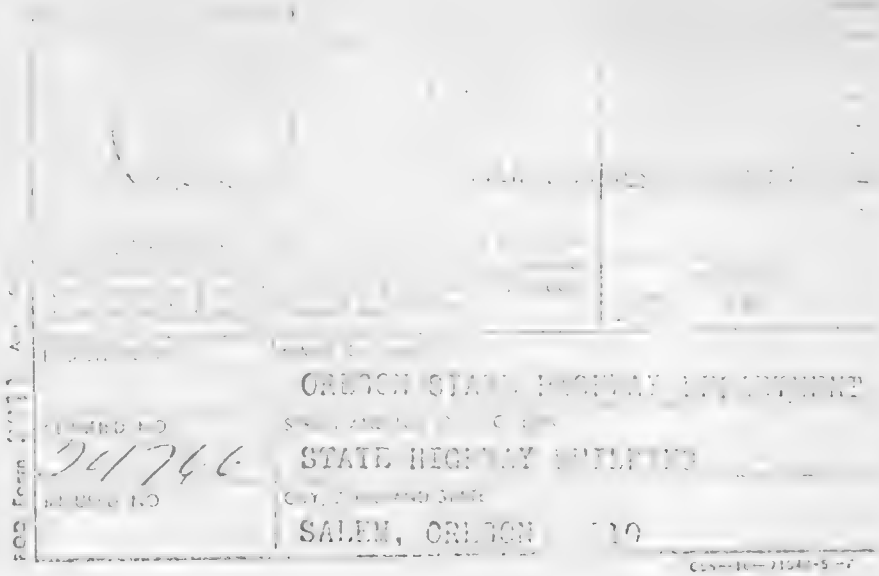
NAME OF SENDER
OREGON STATE HIGHWAY DEPARTMENT

STREET AND NO. OR P. O. BOX
STATE HIGHWAY BUILDING

CITY, ZONE AND STATE
SALEM, OREGON 97310

RETURN TO

FOR



POD Form 3811 Apr. 1962

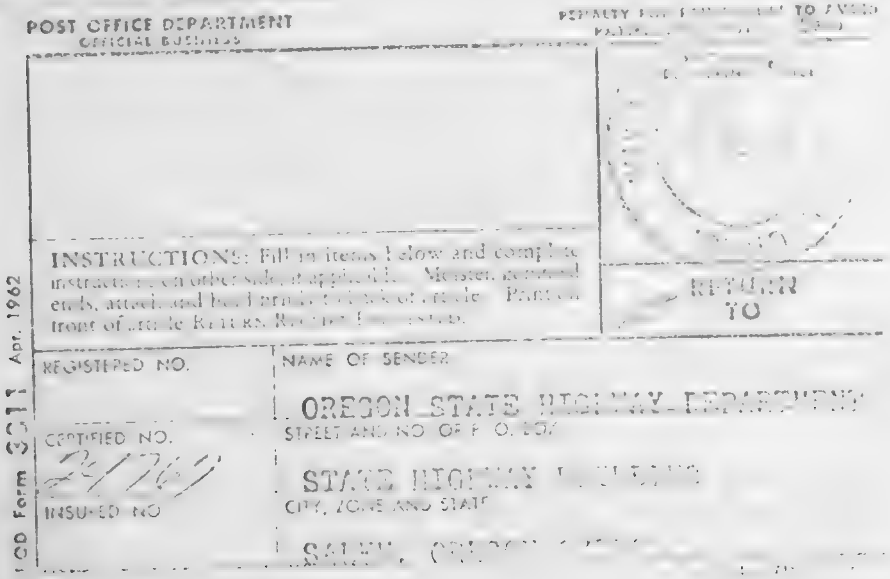
CERTIFIED NO. 24766

INSURED NO

OREGON STATE HIGHWAY DEPARTMENT

STATE HIGHWAY BUILDING

SALEM, OREGON [illegible]



POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR [illegible] TO AVOID PAYMENT [illegible]

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RETURN TO

POD Form 3811 Apr. 1962

REGISTERED NO.

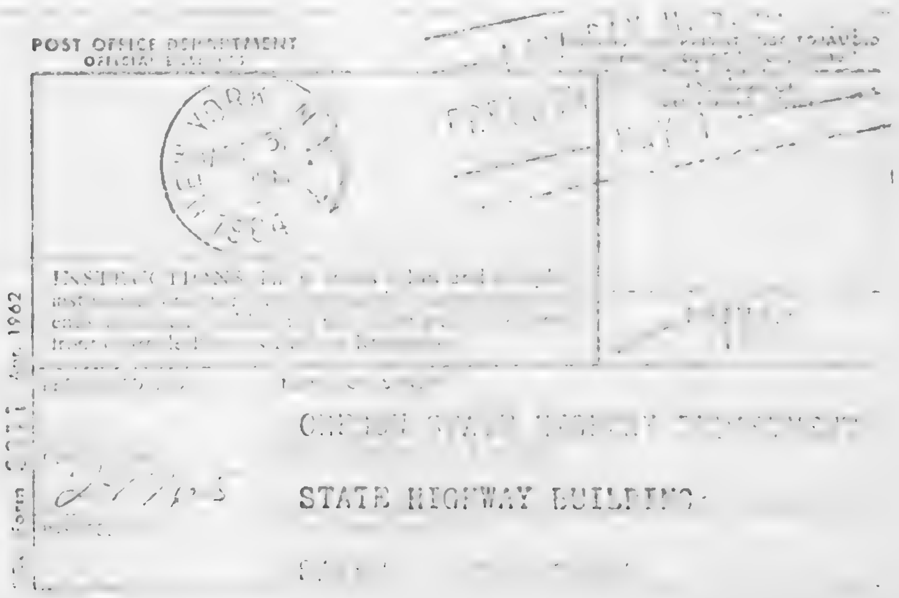
CERTIFIED NO. 24769

INSURED NO

NAME OF SENDER
OREGON STATE HIGHWAY DEPARTMENT

STREET AND NO. OR P. O. BOX
STATE HIGHWAY BUILDING

CITY, ZONE AND STATE
SALEM, OREGON



POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

NEW YORK, N.Y.

INSTRUCTIONS

POD Form 3811 Apr. 1962

24765

OREGON STATE HIGHWAY DEPARTMENT

STATE HIGHWAY BUILDING

RECEIVED
JUL 30 1964
FOR FILING

U-F 003-1(4)

61 : 1

July 30, 1964

Wood, Wood, Tatum, Mosser & Brooke
Attorneys and Counselors
1310 Yeon Building
Portland 4, Oregon

Subject:
Astoria Bridge Project

Attention: Mr. Erskine B. Wood

Gentlemen:

In your letter of July 29 you inquire as to the date on which the Highway Commission terminated the contract with DeLong Corporation for construction of the Astoria Bridge Piers.

The Commission's letter notifying the contractor and the surety of the cancellation was dated April 2, 1964, and states that the Commission terminates the contract seven days after receipt of the letter by the contractor.

Our records show that the letter was delivered to the contractor on April 6, 1964.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Mr. L. I. Lindas
FQ:fp

WOOD, WOOD, TATUM, MOSSER & BROOKE
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
RICHARD WM. DAVIS
MARK M. MATTHIESSEN
(1911-1962)

CABLE ADDRESS "LINWOOD"
TELEPHONE 228-8241
AREA CODE 503

July 29, 1964

SUBJECT: Astoria Bridge Project

Mr. Floyd Query, Secretary
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Query:

Will you kindly advise the exact date upon which the Oregon State Highway Commission terminated the contract with DeLong Corporation for construction of the Astoria Bridge Project.

We represent McCormick & Baxter Creosoting Co., who have furnished substantial quantities of treated piling and lumber to DeLong for use on this project. Our client has not yet received payment. We note that in order to protect our client's rights under the bond, notice of claim must be filed pursuant to Oregon Revised Statutes §279.526-528 with the Secretary of State, or with you, within six months after acceptance of the work. I realize that acceptance of the work is still a long ways off, but in order to protect our client's rights we feel it may be necessary within six months after the termination of DeLong's contract. That is the reason we wish accurate information as to the precise date of cancellation of DeLong's contract.

We trust you will be able to furnish this information promptly and appreciate your courtesy.

Very truly yours,

Erskine B. Wood
ERSKINE B. WOOD

EBW/rjk

cc McCormick & Baxter Creosoting Co.
Attn: Mr. Arie H. Langton

RECEIVED
JUL 1 6 1964
FOR FILING

6124

THE TRAVELERS

THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

T

700 MAIN STREET
HARTFORD, CONNECTICUT
06115

July 7, 1964

State of Oregon
State Highway Department
Salem ORE 97310

Attention Mr. Floyd Query, Secretary
Oregon State Highway Commission

Gentlemen:

161-FS-413
DeLONG CORPORATION - PRINCIPAL
STATE OF OREGON - OBLIGEE
Your Contract 6124

This will acknowledge receipt of your letter of July 3, 1964.

I am confident you will hear shortly from our Seattle, Washington office setting forth the Company's position in this matter.

Very truly yours

W F Smith

W. F. Smith, Assistant Secretary
Casualty-Fire Claim Department

NOTED
FLOYD QUERY

JRN:FAL

Copies sent to Cooper, Porter & Lindas

THE TRAVELERS
100
YEARS
OF INSURANCE PROTECTION
1864~1964

RECEIVED
JUL 1 3 1964
OREGON
STATE HIGHWAY COMMISSION

VISIT THE TRAVELERS EXHIBIT
1964 1965
AT THE NEW YORK WORLD'S FAIR

RECEIVED
JUL 3 1964

FOR FILING

[illegible]

6124

AIR MAIL

CERTIFIED MAIL
RETURN RECEIPT

July 3, 1964

The Traveler's Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans

Gentlemen:

As you were in attendance, you are aware of the opening of bids in Salem on June 24, 1964, for the completion of the substructure for the Astoria Bridge.

I anticipate that the State Highway Engineer will recommend to the Highway Commission the award of the contract for this purpose to the low bidder, Raymond International, Inc., New York, N. Y., the award to be upon alternate "A" of their bid.

You are further aware, of course, of the items and amounts of the bid contained in Alternate "A", having recorded them at the bid opening.

At a previous meeting with our department you stated that you would indicate to us whether the prices submitted on the various bid items were reasonable, in your opinion. Not having heard from you, we now ask that you make your position known to us in this respect. If we do not hear from you by July 10, 1964, we will assume you have satisfied yourselves that the prices submitted on the bid items by Raymond International, Inc., are reasonable.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
The Traveler's Indemnity Company
Equitable Building
Portland, Oregon

Forrest Cooper
R. L. Porter
L. I. Lindas

LIL:fp

Travellers Ins Co

Gentlemen:

You are aware, [illegible] ~~having been~~ in attendance, of the opening of bids in Salem June 24th, for the completion of the substructure for the Astoria Bridge.

I anticipate that the State Highway Engineer will recommend to the Highway Commission, the award of the contract for this purpose to the low bidder, Raymond Intl Inc. The award to be upon Alternate "A" of their bid.

Your are further aware, of course, of the items and amounts of the bid contained in Alternate "A", having recorded them at the bid opening.

At a previous meeting with our department you stated you would indicate to us whether any of the prices submitted on the various bid items were, in your opinion, reasonable ~~unreasonable~~.

Not having heard from you, ~~we~~ now ask that you make your position known to us in this respect. If ~~we~~ do not hear from you by July 10 1964, ~~the date the award is to be made to Raymond Intl.,~~ ~~we~~ we will assume you have satisfied yourselves that the prices submitted on the bid items by Raymond Int'l. are reasonable.

Cooper
Foster
Lundas

RECEIVED
JUN 16 1964

FOR FILING

H P 003-1 (14)

TRAVELERS INDEMNITY COMPANY
526 LOGAN BUILDING
SEATTLE 1, WASHINGTON

June 9, 1964

Robert W. Ellison
Resident Bridge Engineer
Oregon State Highway Department
P. O. Box 686
Astoria, Oregon

Gentlemen:

Pursuant to your authorization we have conducted a partial physical inspection at the bridge site at Astoria.

In order to complete our inspection, our engineers have suggested we lift the bells at Pier #18 for a period of a few days while studies are made.

We request you authorize us to so proceed. Our consulting engineers will be present and we will employ DeLong equipment and personnel. We will be responsible for lifting the bells and returning them to their present position. It will be necessary for your forces to provide necessary surveys for the repositioning of the bells.

Since your recent bid proposals indicate that you may desire to turn over the project site to a third party on or after June 24, 1964, we request immediate approval of the application so that we will in no way delay plans you may have.

Very truly yours,

TRAVELERS INDEMNITY COMPANY

Wallace A. DeLong

Wallace A. DeLong

WAL/efm

cc: DeLong Corp.
Astoria, Ore.

NOTED
P. M. STEPHENSON

RECEIVED
JUN 11 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 9 - 1964
FOR FILING

6199

June 3, 1964

Mr. Wallace A. DeLong
Supervising Adjuster
The Travelers
Logan Building
500 Union Street
Seattle, Washington 98101

Dear Mr. DeLong:

Reference is made to your letter of June 1 in regard to an inspection to be made of the Astoria Bridge on June 8, 1964.

It is agreeable for you or your representatives to make an inspection of this structure commencing on June 8. Contact should be made with Robert Ellison the Resident Bridge Engineer for the Oregon State Highway Department. Mr. Ellison's office is in Astoria. He has been notified that this inspection is to be made.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:hlb

cc Forrest Cooper
R. L. Porter
Ivan D. Merchant
Robert Ellison

THE TRAVELERS

THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

CLAIM DEPARTMENT
GRENVILLE M. JORDAN, MANAGER

SEATTLE OFFICE
Logan Building
500 Union Street
SEATTLE, WASHINGTON 98101
Telephone: MAin 3-5436

June 1, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query

REFERRED TO
MR. Porter
BY SECRETARY

REFERRED TO
Stephenson
Please handle

Re: 161-FS-413
DeLong Corporation - Principal
State of Oregon - Obligee

Gentlemen:

Receipt is acknowledged of your letter of May 18, 1964. In accordance with that letter, this is to advise that we intend to undertake an inspection of the site. Arrangements have been made to make this inspection on June 8. Our estimate is that it will take about two days. Your prompt confirmation is requested.

Respectfully yours

Wallace A DeLong
Wallace A. DeLong
Supervising Adjuster

WAD:VH

cc DeLong Corporation
Astoria, Oregon

THE TRAVELERS
100 YEARS
OF INSURANCE PROTECTION
1864–1964

HOME OFFICE: HARTFORD, CONNECTICUT

NOTED
C. W. HEAD

VISIT THE TRAVELERS EXHIBIT
1964 1965
AT THE NEW YORK WORLD'S FAIR

RECEIVED
JUN 16 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 2, 1964

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, NE
Salem, Oregon

Dear Mr. Parsons:

Columbia River Bridge (DeLong Contract)
Oregon-Washington Project UF-003-1(14)
Bridge No. 7949

Your letter of May 11 requests certain information for the use of your Washington office on the subject contract. Answers to questions in your letter of May 11 will be answered in the same order as given in that letter.

1. Two copies of a report from the Project Engineer titled "Seal Pours at Pier 169, Columbia River Bridge at Astoria" are enclosed. This report covers the inspection of the coffer dam and Pier 169 excavation immediately prior to the beginning of seal pour. Other than this there are no records; however, as mentioned the intent was to pour 20'6" of seal concrete with the bottom elevation at -70. Plans call for 15'6" of seal concrete; however, the bottom of the pier was lowered 5' at the time when considerable scour was occurring around the coffer dam. It was believed that the lowering of the pier by 5' would be a safety measure well worth the additional cost because of the scour problem. The quantity of concrete to fill the coffer dam from -70 to -49.5 was 3,000 yards in round numbers for each footing. Actually only 2,000 yards of concrete was placed in each footing as during the seal pour the concrete became separated into the several separate items of raw material which caused the bulking of approximately 50%. At Pier 170 the bulking of the concrete was approximately 15% when the actual poured yardage is compared to the computed yardage.

2. In answer to question No. 2 I am sending a copy of a report by the Foundation Engineer after our attempt to core drill the seals in the Pier 169 footings. At no time was the State able to obtain cores; however, by the use of driven split tubes samples of the material were obtained and are now in our office here in Salem. At no time has the State ever attempted to drill entirely through the seals at Pier 169. When the examination was made the coffer dam was dewatered and the instructions to the drill crew were to drill or core only to -65.

file
BPR

3. The Project Engineer's description of the seal pours enclosed also contains a sketch of the telescoping tremie used by the contractor. Paragraph 3 of this report mentions a pouring rate of 29.1 cubic yard per hour on the East seal and 27.5 cubic yard per hour on the West seal. This is the average for the entire seal pours. Concrete aggregates were batched at Tongue Point in 1½ Roto-bags. The contractor had 400 Roto-bags available which is 600 yards of batched concrete. After the initial 400 Roto-bags had been used the pouring rate became decidedly slower because of the slower rate of recharging the Roto-bags. The contractor's estimate of pouring the first 600 yards is in the neighborhood of 45-50 yards per hour.

4. The removal of the top 15½' of the seals at Pier 169 is a bid item under the contract now being advertised for completion of the piers. No attempt is being made to tell the contractors how to remove this material; only that the material must be removed without damage to the in place steel piling.

5. I am enclosing two sheets for each coffer dam at Pier 169 indicating the probable bottom elevation of the sheet piling. As noted on these drawings the bottom elevation has been determined from the top elevation less the probable length of sheet piling. All piling in these piers were ZP38 sections.

6. Immediately after the contractor started coffer dam construction scour developed around the coffer dam. In order that the fender system could be constructed as shown on the plans the State assumed the responsibility of arresting the scour and restoring the area to a minimum of elevation -55. It was at this time that the decision was made to lower the bottom of the seal to elevation -70. Initially the State tried a method of using brush fascines in the hope that the fascines would trap enough moving material to rebuild the eroded area. This method did not prove successful even though the Corps of Engineers deposited 84,000 yards of material immediately upstream from the pier site. This material had been excavated by the Corp's hopper dredge from other points in the river and was deposited at the point upstream from the piers at the State's request in the hopes that a portion of this material would be retained in the brush fascines. The above method of rebuilding the area was not successful. The State then ordered the contractor to barge in large waste gravel with a 9" maximum size and a 2" minimum size from the Portland area. The areas around the piers were built up to about an average elevation of -62, prior to the pouring of any seal in the coffer dams. There has been no appreciable change in the river level adjacent to the coffer dams after completing the placement of the 9"- gravel and the present time. It is the State's intention to blanket this area with large rock after completion of the fender system.

As an additional item which may be of interest to your Washington office, two copies of an office memo are enclosed of the results of a meeting in Astoria with the DeLong Corporation. I notice on this memo that copies have been sent to your office; however, I am still sending the additional two copies for your use.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

RECEIVED
JUN 3 1964
OFFICE ENGINEERING
DIVISION

IDM/mm
Enclosure
cc: Mr. C. H. Maison
Mr. L. H. Young

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 11, 1964

In reply refer to: 08-35.6

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

Stephenson

SUBJECT: Columbia River Bridge (DeLong Contract)
Oregon - Washington Project UF-003-1(14)

Our Washington office has reviewed our monthly inspection reports and other correspondence pertaining to the problems and litigation on this project. So that they will be in a better position to evaluate any possible future action that might be required, they would appreciate receiving your comments on the following questions pertaining to Pier 169:

1. Is there an official reliable record of the elevation of bottom of seal before pouring of concrete began? Copy of such records will be appreciated. Concerning the underrun in concrete seal quantity for piers 169 and 170, has the State come up with a quantity determination based on actual seal dimensions derived from core borings and cofferdam measurement after seal placement?

2. Can you send us logs of the coring and sounding of the seal?

3. May we have a detailed description of the telescopic tremie used? Is there available a detailed record of tremie operations regarding positioning and timing?

4. We are speculating regarding the proposed method of removing and replacing the existing seal. We would appreciate detailed advice as to the State's present plans for accomplishing the replacement.

5. We would like to know the depth to which sheet piles were driven in Piers 169 and 170. Also sheet pile section used.

6. Concerning scour at Pier 169, please advise effectiveness of remedial action taken, and what additional work, if any, is contemplated at this or other piers to combat scour effects.

Any other pertinent information, comments, or reports would be appreciated.

NOTED
P. M. STEPHENSON

[illegible]
MAY 12
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 8 - 1964

FOR FILING

6129

THE TRAVELERS

THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

CLAIM DEPARTMENT
~~GRENVILLE M. JORDAN~~, MANAGER

SEATTLE OFFICE
Logan Building
500 Union Street
SEATTLE, WASHINGTON 98101
Telephone: MAin 3-5436

June 1, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query

REFERRED TO
MR. [illegible]

Re: 161-FS-413
DeLong Corporation - Principal
State of Oregon - Obligee

Gentlemen:

Receipt is acknowledged of your letter of May 18, 1964. In accordance with that letter, this is to advise that we intend to undertake an inspection of the site. Arrangements have been made to make this inspection on June 8. Our estimate is that it will take about two days. Your prompt confirmation is requested.

Respectfully yours

Wallace A. DeLong
Supervising Adjuster

WAD:VH

cc DeLong Corporation
Astoria, Oregon

NOTED
FLOYD QUERY

THE TRAVELERS
100 YEARS
OF INSURANCE PROTECTION
1864–1964

HOME OFFICE: HARTFORD, CONNECTICUT

NOTED
C. W. MEAD

VISIT THE TRAVELERS EXHIBIT
1964 1965
AT THE NEW YORK WORLD'S FAIR

FORM E-123X 80M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 18, 1964

The Travelers Indemnity Company
500 Union Street
Seattle, Washington 98101

Re: Columbia River Bridge
Astoria, Oregon -
Pt. Ellice, Washington
Substructure for Steel Spans
Contract No. 6124

Attention: Mr. Wallace A. DeLong
Supervising Adjuster

Gentlemen:

Receipt is acknowledged of your letter of May 8, 1964 declining, on behalf of your company, to take action toward performance of the above contract in accordance with its terms and your bond.

In view of your decision, this is to reaffirm that the State Highway Commission proposes to proceed in accordance with the notice in our letter of May 4, 1964 to advertise for bids for completion of the project. Because time is becoming more and more critical in this matter it is proposed to advertise for bids in the immediate future (probably on May 20 or 21, with bids being opened on June 23 or 24). It is the Department's plan that the completion of the work will be strictly governed by the original plans and specifications and you will be given an opportunity to comment on the bids received.

Such action is prefaced, not as an exercise in semantics as you would indicate; but on the basis of the refusal by the DeLong Corporation and your company to proceed under the contract without major changes to the plans and specifications which, if consented to, would amount to a completely new contract. These changes may, argumentively, be within the "framework" of the original agreement but scarcely within the intent of the parties.

As to your request that the job site be made available for physical inspection by contractors and engineers whom you may engage,

The Travelers Indemnity Company
May 18, 1964
Page 2

please be informed that you or your agents may make such inspection at your convenience, our only request is that reasonable notice of time and portion of site to be inspected be given so that proper personnel from our Salem office can be on hand at the time.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

GKR:hg

[illegible]
[illegible]
[illegible]
[illegible]

RECEIVED
MAY 22 1964

6/24

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1964

SUBJECT:

To: MEMO TO FILE

On May 19, Division Engineer A. W. Parsons of the Bureau of Public Roads discussed with Mr. Cooper and myself the matter of advertising for bids to complete the DeLong contract in connection with the Astoria Bridge.

It was Mr. Parsons' thought that the Bureau could neither approve nor disapprove this procedure. If additional costs are involved over the original DeLong contract and these can be recovered from the bonding company, no problem will result. However, should the bonding company refuse to pay the additional costs and should the State, after exercising all legal remedies at its disposal, be unable to collect these costs, no commitment can be obtained from the Bureau as to what its position may be. Mr. Parsons had been advised verbally by Mr. Cooper and myself on a previous occasion that the State will carry this matter as far as it legally can but after a final judicial opinion had been rendered, we would then look to the Bureau for its full share of participating assistance.

I understand that Mr. Lindas has received some information from the Bureau's Chief Counsel in Washington, D. C., relative to this matter and will prepare a separate memo on his understanding.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. L. I. Lindas

RECEIVED
MAY 22 1964
6124

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 20, 1964

In reply refer to: 08-35.1

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Columbia River Bridge, Oregon-Washington U-F-003-1(14)
Termination of Contract

Please refer to Mr. R. L. Porter's letters dated April 7, 1964 and April 17, 1964, having to do with the State's action in terminating the contract of the DeLong Corporation in connection with the piers for the above referenced Astoria Bridge.

As you were advised in our April 15, 1964 letter we considered it to be necessary that we seek the advice of the BPR General Counsel with respect to Bureau action relative to your cancellation of this contract. We have received an answer from the General Counsel which is quoted as follows:

> "Re Oregon-Washington Project U-F-003-1(14) and phone conversation May 19, we recommend no further approval of State actions related to cancelled portion of contract in light of possible State liability outlined in your correspondence. Recommend you advise State to document its resolution of claims and present them after litigation or other settlement for consideration on the merits."

The contents of the above quoted telegram have been discussed with you and Chief Counsel Leonard I. Lindas, and it is believed that a mutual understanding has been reached to the effect that the State will proceed with such actions that are deemed necessary to place the cancelled portions of the DeLong contract under construction as soon as possible by whatever means the State finds expedient under State and Federal laws and regulations. It is understood further that the State will endeavor to recover any additional costs due to these actions over and above the costs generated by the approved DeLong contract, from the DeLong contract surety, and failing that, if it is the State's intention to include such additional costs in

(more)

Copies to Lindas,
Young & Merchant
5-21-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

claims for reimbursement from the Federal government, then the documentation of such claims will be presented after the matters presently in litigation have been settled.

RECEIVED
[illegible] 2[illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 20 1964

FOR FILING

[illegible]

6124

April 17, 1964

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Mr. Parsons:

Re: Columbia River Bridge
Project U-F-003-1(14)

This is in response to your letter of April 15 relative to the State's action in terminating the contract of the DeLong Corporation in connection with the piers for the Astoria Bridge.

It is the State's desire and intention to ask for quotations on completing the DeLong contract from the remaining bidders who bid on the original pier contract. If the cost of completing the work, based on the low quotation, is greater than by the DeLong contract, the State intends to seek recovery from the bonding company by whatever legal means is at its disposal. Should this be successful, no greater amount of Federal money would be involved than was originally contemplated. If, however, the State is unsuccessful in recovering the difference from the bonding company, we would expect the Bureau of Public Roads to pay its pro rata share of the final cost if and when a project agreement is consummated.

On April 15, a four-hour conference was held with the Traveler's Indemnity Company, the DeLong Corporation's surety, and we have very little to report from this discussion. The bonding company's representatives did say that they would contact Mr. DeLong to see if an arrangement could be made to have him finish the work. The Highway Department's position is that we will not alter the terms of the contract and if the bonding company is able to accomplish this objective, it will have this Department's approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Forrest Cooper
P. M. Stephenson
G. S. Paxson
I. D. Merchant
L. I. Lindas

RLP:mo

FORM CD-121 (9-23-59)
(PRES. BY A.O. 214-10)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: April 15, 1964

FROM : A. W. Parsons, Division Engineer
08-35.1 Salem, Oregon

SUBJECT: Columbia River Bridge, Oregon-Washington
U-F-003-1(14)
Termination of Contract

With your letter dated April 7, 1964 there was furnished a copy of a letter dated April 2, 1964 which the Oregon Highway Commission directed to the DeLong Corporation and The Traveler's Indemnity Company advising of its action with respect to termination of contract for construction of the project indicated above.

You stated that you were unable to find a specific Federal-aid regulation that requires Public Roads' concurrence in the action taken, but you requested such concurrence if considered necessary.

In view of the unique and very unusual circumstances surrounding this project from its inception, as it relates to Federal-aid regulations, our review of the situation indicates the following course of action:

> If it is the intent of the State to claim Federal-aid reimbursement on the basis of prices and terms included in DeLong's now cancelled contract and any contract changes formally approved by the Bureau, with the surety paying any additional costs, it would appear that no action by the Bureau to approve the cancellation of contract would be necessary. However, if it is the intention of the State to claim Federal-aid reimbursement at the full pro-rata share, including reimbursement for additional costs over and above the amount of DeLong's contract plus approved changes--because of the litigation in which the project is now involved--it will be necessary that we seek the advice of the General Counsel in Washington before formally approving the cancellation.

(more)

We realize, of course, that you are still in the process of dealing with the DeLong Corporation and its surety and that you may not yet be in a position to determine the best course of action to be taken, but we expect that you will keep us informed of your desires with respect to the terms of reimbursement you may wish to seek from the Federal government.

RECEIVED
APR 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 8 1964

U-F-003 1(14)

6124

April 7, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Mr. Parsons:

Attached is a copy of the letter that was addressed to the contractor and the bonding company on the Astoria Bridge pier contract, State Contract No. 6124, FAP U-F-003-1(14).

We are unable to find a specific federal-aid regulation that requires Bureau concurrence in this action. However, if such concurrence is necessary, it is hereby requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

[redacted]

cc Mr. Forrest Cooper
Mr. F. M. Stephenson
Mr. I. D. Merchant

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA030

(16).

PR SEA220 PD=FAX SEATTLE WASH 11 908A PDT= 1964 MAY 11 AM 9 20

STATE OF OREGON=

STATE HIGHWAY DEPT SALEM ORG=

ATTENTION: MR. FLOYD QUERY==

161-FS-413 DELONG CORPORATION, STATE OF OREGON. OUR LETTER MAY 8, 1964, PARAGRAPH 4, LINE 2 SHOULD BE CORRECTED TO READ "MITIGATION" INSTEAD OF "LITIGATION"=

WALLACE A DELONG=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

THE TRAVELERS
THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

CLAIM DEPARTMENT
GRENVILLE M. JORDAN, MANAGER

SEATTLE OFFICE
Logan Building
500 Union Street
SEATTLE, WASHINGTON 98101
Telephone: MAin 3-5436

May 8, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query

CERTIFIED MAIL

Re: 161-FS-413
DeLong Corporation - Principal
State of Oregon - Obligee

Dear Mr. Query:

Receipt is acknowledged of your letter of May 4, 1964.

In view of your statement regarding the urgency of the situation and the DeLong Corporation's offer to complete the project within the frame work of the present contract on a "no prejudice" basis to either party to the contract, it is our considered opinion that the position of the State is based on semantics rather than a particular desire for the prompt resumption of the work.

Inasmuch as the State has determined that no "clarification of design and engineering" is necessary; has rejected the offer of the DeLong Corporation to complete the project on a "no prejudice" basis as discussed in our meeting of April 22, 1964; and in view of the allegations made in the legal action pending in the United States District Court, we are precluded from taking any affirmative action to complete the project at this time.

Our position, as stated above, is of course the only possible result of your conduct which effectively precludes litigation of any damage which may occur regardless of whether you or some other party are ultimately responsible. The DeLong Corporation has formally claimed that your design and engineering are at the least inadequate. You have heretofore yourselves ordered changes in such design in writing. You admit that scour has occurred at the job site. Yet, you refused even to discuss clarification of design with us.

I would like to profer another suggestion. Since DeLong claims your design is inadequate and since you will not discuss your design with us,

Copy to Lindas 5-11
" " Cooper 5-11

see telegram attached

THE TRAVELERS 100 YEARS OF INSURANCE PROTECTION 1864~1964

HOME OFFICE: HARTFORD, CONNECTICUT

VISIT THE TRAVELERS EXHIBIT 1964 1965 AT THE NEW YORK WORLD'S FAIR

we suggest that you immediately make the job site available for physical inspection by contractors and engineers whom we will engage. If their independent conclusions do not support the DeLong position, we would then be in a position to discuss other courses of action with you.

Since this survey could be completed promptly, we do not feel it unreasonable for you to defer the action outlined in paragraph 3 of your letter pending completion of the survey.

Respectfully yours

Wallace A. DeLong
Supervising Adjuster

WAD:VH
cc DeLong Corporation
Attn: Colonel L. B. DeLong

RECEIVED
MAY 11 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 5 - 1964
FOR FILING
[illegible]

6124

May 4, 1964

The Travelers Indemnity Company
500 Union Street
Seattle, Washington 98101

Re: Columbia River Bridge
Astoria, Oregon -
Pt. Ellice, Washington
Substructure for Steel Spans
Contract No. 6124

Attention: Mr. Wallace A. DeLong
Supervising Adjuster

Gentlemen:

In reply to your letter of April 30, 1964, the State Highway Commission has previously determined that no "clarification" or "revision" of the design, plans or specifications, is necessary for the proper completion of this project. You were advised of the determination during the recent discussions referred to in your letter, and there has been no change in the State's position.

In the absence of any indication to the contrary, we assume that the requested "clarification of design and engineering instructions", means that your position has likewise not changed since those discussions.

The delay which has already occurred makes it imperative that work on this project be resumed at the earliest possible date. Accordingly, we hereby notify you that unless, prior to May 11, 1964, you give us your written assurance that you intend to promptly complete this project on the basis of the existing contract, plans and specifications, we will proceed on that date to advertise for bids for completion of the project. If this becomes necessary, we will, of course, look to you and the DeLong Corporation for recovery of any additional cost to the State.

Very truly yours,

Oregon State Highway Commission

By
Floyd Query
Secretary

NOTED ON CARD
Ac

GHR:hg

RECEIVED
MAY 1 - 1964
FOR FILING

THE TRAVELERS
THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

4-F-003-1 (14)
CLAIM DEPARTMENT
GRENVILLE M. JORDAN, MANAGER
1124

SEATTLE OFFICE
Logan Building
500 Union Street
SEATTLE, WASHINGTON 98101
Telephone: MAin 3-5436

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem 10, Oregon

April 30, 1964

Attention: Mr. C. W. Head
Assistant Secretary

Dear Sir:

Receipt is acknowledged of your letter of April 24, 1964

This will further acknowledge our meeting with you in Salem where we discussed without prejudice the orderly completion of this project.

As we advised you in our letter of April 9, 1964, we cannot make any decision, as to our course of action, until we are provided clarification of design and engineering instructions for the completion of the work.

In view of the importance of resolving this matter at an early date, this is to assure you that we are ready, willing and able to discuss this matter with you at your convenience.

Very truly yours

Wallace A. DeLong
Wallace A. DeLong
Supervising Adjuster

WAD:em

cc: DeLong Corporation
Attn: Colonel L. B. DeLong

NOTED ON CARD
JC

NOTED
FLOYD QUERY

Copies to:
Lindas
Cooper

THE TRAVELERS 100 YEARS OF INSURANCE PROTECTION 1864-1964

HOME OFFICE: HARTFORD, CONNECTICUT

VISIT THE TRAVELERS EXHIBIT
1964 1965
AT THE NEW YORK WORLD'S FAIR

RECEIVED
APR 28 1964

FOR FILING

6124

April 24, 1964

CERTIFIED MAIL
RETURN RECEIPT

The Traveler's Indemnity Company
526 Logan Building
Seattle, Washington

Attention: Mr. W. A. DeLong

Gentlemen:

The Oregon State Highway Commission at its regular meeting on April 23, 1964, unanimously reaffirmed its position to cancel the contract of the DeLong Corporation, State Highway Contract No. 6124, Federal-aid Project U-F-003-1(14).

This Department requests your decision as to whether or not you will complete the work as stated in Mr. Floyd Query's letter of April 2.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

cc Commissioners
Forrest Cooper
P. M. Stephenson
L. I. Lindas
Ivan Merchant

NOTED ON CARD

RLP:ms/CWH:fkn

RECEIVED
APR 16 1964

FOR FILING

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6124

GEORGE W. MEAD
ATTORNEY AT LAW
1211 PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON
CAPITOL 8-7686

April 15, 1964

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract No. 6124

Gentlemen:

Your letters dated April 2, 1964, and April 10, 1964, advising of your election to terminate and cancel the above-numbered contract and of your intention to take possession of certain specified materials and equipment have been handed the writer for reply.

DeLong Corporation categorically denies the validity of these notices and of the reasons assigned by your letter of April 2, 1964, as the basis for your alleged right to terminate the contract.

The position of DeLong Corporation with respect to the matters contained in your letters is more fully set forth in the Amended Complaint which has heretofore been filed in the United States District Court for the District of Oregon with respect to which you are well aware.

It is anticipated, therefore, that the rights of the parties will be fully resolved in the pending litigation.

Very truly yours,

George W. Mead

gwm:mm

NOTED
FLOYD QUERY

cc: The Traveler's Indemnity Co.
DeLong Corporation
Bert B. Rand
Wyatt, Macdonald and Dean

Copy to Lindas 4/16
" " Cooper

RECEIVED
APR 16 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 13 1964

6124

April 10, 1964

CERTIFIED MAIL
RETURN RECEIPT

DeLong Corporation
100 Columbia Avenue
Astoria, Oregon

Attention: Col. L. B. DeLong

The Traveler's Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract No. 6124

Gentlemen:

With further reference to our letter of April 2, 1964, notifying you of the cancellation of the above-described contract and termination of your employment thereon, this is to advise that it has been determined necessary for the State to take possession of the following described equipment and materials in addition to the items mentioned in the letter of April 2:

1. All steel forms for precast piers.
2. All steel forms for precast caps.
3. All steel forms for Pier 169 shafts.
4. All steel forms and supporting steel beams for box girder soffitt of Pier 169.
5. Lifting spider attachment to precast shells for precast shell placing operations.
6. Structural steel skirts cut for Pier 5 shells to compensate for over excavation.
7. Jigs and bases for fabrication of reinforcing steel cages.

This is also to direct that you take no steps toward removal of any of the above-described items.

It has also been determined necessary for the State to retain possession of the storage area at Tongue Point, which is the subject of the license for use of real property issued in the name of the DeLong Corporation by the U. S. Navy, Bureau of Yards and Docks, #NCY(X)62144, and any additions or extensions thereof.

NOTED ON CARD
AC

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

AJ:FQ:fp

CC:
DeLong Corporation
New York, N. Y.

The Traveler's Indemnity Company
Portland, Oregon

cc Commissioners, F. Cooper, L. I. Lindas

RECEIVED
APR 14 1964
FOR FILING

[illegible]

6124

THE TRAVELERS
THE TRAVELERS INSURANCE COMPANY · THE TRAVELERS INDEMNITY COMPANY

700 MAIN STREET
HARTFORD, CONNECTICUT
06115

April 9, 1964

AIRMAIL
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Oregon State Highway Department
State Highway Building
Salem 10, Oregon

Dear Mr. Query:

RE: 161-FS-413
DeLONG CORPORATION - PRINCIPAL
STATE OF OREGON - OBLIGEE
Columbia River Bridge Substructure for
Steel Spans, Contract 6124

Your letter of April 2, 1964, was received by us on April 6, 1964.

We are surprised at your election to terminate the employment of DeLong Corporation and cancellation of the above contract in view of the legal action inpending in the U. S. District Court. We are advised that this action includes a prayer to restrain you for attempting to cancel the contract, and also involves allegations by DeLong Corporation which affect our potential obligation as surety.

One of the allegations which disturbs us considerably involves your failure to provide design and engineering information and instructions considered necessary for the completion of the substructure work. Even assuming, without prejudice, that your termination and cancellation notice is a valid one at this time, The Travelers Indemnity Company as surety cannot make any decision as to its position and potential obligation until we are assured that technically feasible design and engineering instructions are available for the remaining work.

NOTED ON CARD

THE TRAVELERS 100 YEARS OF INSURANCE PROTECTION 1864–1964

VISIT THE TRAVELERS EXHIBIT
1964 1965
AT THE NEW YORK WORLD'S FAIR

Our representatives stand ready to promptly attend a meeting with you and your representatives for the purpose of clarifying this problem.

Very truly yours

W. F. Smith

W. F. Smith, Assistant Secretary
Casualty-Fire Claim Department

WFS:PHK

cc: DeLong Corporation, 29 Broadway, New York 6, New York

2 copies to Lindas 4-13

NOTED
FLOYD QUERY

RECEIVED
APR 13 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 3 1964
FOR FILING
[illegible]

April 2, 1964

CERTIFIED MAIL
RETURN RECEIPT

De Long Corporation
100 Columbia Avenue
Astoria, Oregon

Attention: Col. L. B. De Long

The Traveler's Indemnity Company (AIR MAIL)
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract 6124

Gentlemen:

This is to notify you, as principal and surety, respectively, on the above-described contract, that the State Highway Commission has elected to and hereby does terminate your employment and cancel said contract, pursuant to the terms thereof, effective seven days after receipt of this letter by the contractor, for the willful failure or refusal of the De Long Corporation, as contractor, to faithfully perform the contract according to all of its terms and conditions, in many particulars including the following:

(1) Substantial abandonment of the project, as shown by the nearly total inactivity of the contractor in recent weeks.

(2) Persistent and repeated refusal and failure to supply enough properly skilled workmen for the efficient prosecution of the project.

(3) Failure to remove and replace defective work, particularly the defective seal at pier 169.

(4) Failure to make prompt payment for all material and labor.

NOTED ON CARD
dc

> (5) Persistent disregard of the instructions of the engineer to proceed with the work.
>
> (6) The contractor's inability or unwillingness to proceed with the contract according to its terms, as shown by proclamations in a complaint filed in the U. S. District Court for the District of Oregon, and elsewhere.
>
> (7) Failure to vigorously prosecute the work.
>
> (8) Failure to complete Units 1, 2 and 3 of the contract, and obvious inability to complete Unit 4 thereof, by the respective completion dates therefor.

This is to further advise that the State will henceforth look to Traveler's Indemnity Company for completion of the contract according to its terms, in accordance with its obligations as surety. If said surety fails to promptly undertake the satisfactory completion of the work, the State will do so either by means of its own forces or by contract, as the Commission may deem appropriate. In any event, the State will look to the De Long Corporation and Traveler's Indemnity Company for recovery of the damages sustained by the State by reason of the contractor's violation of the provisions of the contract.

This is to also notify you that the State, in accordance with Article 1.8.7 of the Standard Bridge Specifications, will take possession of the cofferdam, its component parts and supporting structure, now in place at pier 169, and to direct that you take no steps to remove the same.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc De Long Corporation — Certified & Receipt, Air Mail
29 Broadway
New York City, New York

The Traveler's Indemnity Company — Certified with Receipt
Equitable Building
Portland, Oregon

Commissioners
Forrest Cooper
L. I. Lindas

Mr Cooper

RECEIVED
MAY 21 1964
FOR FILING
6174

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1964

SUBJECT: DeLong v. State of Oregon

To: File

At 8:30 a.m. this date I had a telephone conversation with Mr. Dowell Anders, General Counsel of the Bureau of Public Roads, in connection with the above matter and particularly in connection with the letting of a contract for the completion of the Astoria Bridge.

I informed Mr. Anders that we heard from the Oregon Division office that they had received a wire from Mr. Anders in which he had said that the Bureau should take no action approving or disapproving the state's action in connection with the readvertising for bids for the completion of the Astoria Bridge and asked him to clarify his wire for me.

Mr. Anders stated that he didn't feel the Bureau was in any position at the present time to either approve or disapprove the action of the state. He felt that the state had to do what they felt they must do under the circumstances that existed and that he felt the Bureau should make no decision in connection with the state's action until the matter had been completely litigated and a final decision rendered by the courts. He states that their failure to take action approving or disapproving the state's action in connection with the controversy that now exists between the DeLong Corporation and the State of Oregon would in no way affect the federal participation, since they felt that they couldn't make a decision in this regard until all the facts were before them.

He stated that after the controversy has been settled, the state should then completely document all of the activities that had transpired and send them a full report concerning the same. He stated that at that time the entire matter would be reviewed by the Bureau and a decision made in connection with Federal participation.

I outlined to Mr. Anders the progress of the controversy up to this point; informed him of the jurisdictional matter that is still under consideration by Judge John Kilkenny of the United States District Court for the

NOTED
FORREST COOPER

State of Oregon; advised him of the action we have taken so far and our reasons therefor; and, further advised him of the probable steps that would be taken by the DeLong Corporation in the event they are unable to proceed in Federal Court.

I further advised him of the reasons for our action in terminating the contract and the necessity for proceeding to advertise for bids for completion of the bridge. In addition, that we had made no change in the design, plans and specifications for the completion of the bridge; and, that we were in a position to defend this action on its merits whenever the question of the proper court in which to hear the matter has been settled.

Mr. Anders asked me to keep him informed of the progress of the litigation and I assured him that when I meet with him at WASHO I would bring him up to date on all progress up to that time and would keep him up to date on the progress step-by-step as the matter proceeds.

Mr. Anders once again assured me that his decision in advising the Bureau to take no action now would in no way affect federal participation until the entire matter had been litigated and the complete report of all of the proceedings had been received by their office for study and the decision following the end of litigation.

L. I. Lindas
Chief Counsel

LIL:lb
cc--Forrest Cooper
R. L. Porter
P. M. Stephenson
A. W. Parsons

RECEIVED
MAY 20 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

1 1964

6124

OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon

Public Relations Office 64-81-Se

Phone 364-2171
Extension 1501

FOR IMMEDIATE RELEASE

May 20, 1964

The Oregon State Highway Department announced today that it was calling for bids to complete the unfinished portion of the pier construction work on the Columbia River Bridge at Astoria.

The plans will call for completion of the work originally contracted to the DeLong Corporation. DeLong was slightly over 50 per cent complete on the $8.8 million contract. The company's contract was terminated by the State Highway Commission.

The opening date for the bids has been tentatively set for June 23 or 24. The contractor will be allowed 360 calendar days in which to complete the work.

# # # # # #

NOTED
FLOYD QUERY

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6124
DeLong Corporation

Date	Estimate Number	Voucher Number	Warrant Number	Amount Paid	Amount Retained on Contract	Estimate Held	Contract Items	Price Agreements
December 1962	No. 1	CV 33798	47807	$ 233,068.86	($ 25,896.54)	$ -	$ 44,595.00	$ -
January 1963	No. 2	CV 1928	67146	480,477.76	(53,386.42)	-	65,096.00	-
February "	No. 3	CV 4663	93004	221,170.23	(24,574.47)	-	125,626.50	483.0
March "	No. 4	CV 7135	112353	390,168.01	(43,352.00)	-	290,377.00	-
April "	No. 5	CV 10595	139116	164,425.06	(18,269.45)	-	246,216.50	-
May "	No. 6	CV 13475	164866	100,015.07	(11,112.79)	-	123,039.50	-
June "	No. 7	CV 15834	184628	300,554.37	(33,394.93)	-	342,830.50	-
July "	No. 8	CV 3010	214448	411,998.15	(45,777.57)	-	670,439.40	-
August "	No. 9	CV 5597	234046	104,638.97	(11,626.55)	-	282,855.10	-
September "	No. 10	CV 8414	256953	210,181.95	(23,223.42)	-	318,939.75	-
October "	No. 11	CV 12070	290592	307,282.93	(31,213.49)	-	343,278.10	406.0
November "	No. 12	CV 14276	306874	362,767.42	(30,348.42)	-	313,876.65	-
December "	No. 13	CV 16658	329029	391,483.99	(41,225.60)	-	483,718.15	211.5
January 1964	No. 14	CV 19918	354120	301,227.21	-	-	278,062.00	-
Feb.-Apr. "	No. 15			-	-	21,544.93	240,991.06	48,155.4
TOTAL				$3,979,459.98	($393,401.65)	$21,544.93	$4,169,941.21	$49,255.

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Schedule A-1

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6124
DeLong Corporation

unt ined ntract	Estimate Held	Contract Items	Price Agreements	Extra Work Orders	Materials on Hand	Liquidated Damages	Adjustment Items
896.54)	$ -	$ 44,595.00	$ -	$ -	$214,370.40	$ -	$ -
386.42)	-	65,096.00	-	-	468,768.18	-	-
574.47)	-	125,626.50	483.00	-	119,635.20	-	-
352.00)	-	290,377.00	-	-	143,143.01	-	-
269.45)	-	246,216.50	-	-	(63,521.99)	-	-
12.79)	-	123,039.50	-	-	(11,911.64)	-	-
394.93)	-	342,830.50	-	-	(8,881.20)	-	-
777.57)	-	670,439.40	-	-	(212,663.68)	-	-
626.55)	-	282,855.10	-	-	(166,589.58)	-	-
223.42)	-	318,939.75	-	1,171.19	(86,705.57)	-	-
213.49)	-	343,278.10	406.00	26,361.49	(31,549.17)	-	-
348.42)	-	313,876.65	-	89,631.68	(10,392.49)	-	-
225.60)	-	483,718.15	211.50	4,854.99	(56,075.05)	-	-
-	-	278,062.00	-	41,330.81	(18,165.60)	-	-
	21,544.93	240,991.06	48,155.40	(916.13)	143,421.87	(330,000.00)	(80,107.27)
401.65)	$21,544.93	$4,169,941.21	$49,255.90	$162,134.03	$422,882.69	($330,000.00)	($80,107.27)

Schedule A-1a

Oregon State Highway Department
Schedule of DeLong Corporation Earnings
Astoria Bridge - Contract No. 6124

Contract Items		$4,169,941.21
Price Agreements		49,255.90
Extra Work Orders		162,434.03
Adjustment Items:		
Pile Cut-offs Retained by DeLong	($ 80,612.00)	
Additional Structural Steel	504.73	(80,107.27)
Materials on Hand:		
Materials to be Incorporated in Structure	$260,286.69	
Rental Allowance (Forms, etc. left at job)	162,596.00	422,882.69
Total Earnings on Contract		$4,724,406.56

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6467
Raymond International, Inc.

Date	Estimate Number	Voucher Number	Warrant Number	Amount Paid	Amount Retained on Contract	Work Performe	
						Total	Contrac Items
Aug. 1964	No. 1	5401	507634	$ 11,745.00	($ 1,305.00)	$ 13,050.00	$ 13,05
Sept "	No. 2	8288	530568	178,689.27	(19,854.36)	198,543.63	198,5
Oct. "	No. 3	11418	556672	574,488.82	(63,829.64)	638,318.46	638,29
Nov. "	No. 4	13712	578829	291,144.33	(32,349.37)	323,493.70	321,4
Dec. "	No. 5	17502	609890	366,633.30	(40,737.03)	302,090.26	300,56
Jan. 1965	No. 6	20456	635904	188,944.45	(17,281.67)	206,226.12	172,4
Feb. "	No. 7	23203	657393	310,378.92	(33,603.60)	343,982.52	335,9
Mar. "	No. 8	25427	675944	259,453.69	(28,828.18)	288,281.87	288,0
April "	No. 9	29172	702738	577,471.52	(30,159.35)	607,630.87	607,0
May "	No. 10	32475	729328	638,709.97	-	638,709.97	622,4
June "	No. 11	35645	748199	501,114.52	-	501,114.52	489,9
July "	No. 12	2044	769676	602,720.42	-	602,720.42	600,5
Aug. "	No. 13	6616	803827	242,647.01	-	207,173.63	193,96
Sept.-Oct. '65	No. 14	12418	847904	21,062.83	-	76,492.75	85,8
Nov. 1965	No. 15	15585	878262	69,412.50	-	95,396.78	85,4
Dec. "	No. 16	17993	893734	9,356.05	-	9,680.05	1,4
Jan.-Feb. 1966	No. 17	23734	939804	3,691.50	-	3,691.50	-
Mar. 1966	No. 18	26316	962275	6,346.20	-	6,346.20	(
April "	No. 19	29908	987569	3,266.00	-	3,266.00	-
Aug. "	No. 20	6874	101753	117,114.86	117,114.86	-	-
Sept. "	No. 21	8628	110898	7,807.76	(241.48)	14,122.80	14,1
Oct. "	No. 22	12970	143710	78,615.55	(2,431.41)	128,629.00	128,6
Nov. "	No. 23	16383	166972	73,172.59	(2,209.86)	110,080.75	106,3
Dec. "	No. 24	19980	195785	9,720.54	(271.04)	12,652.93	10,6
Dec. "	No. 25	25772	239137	2,800.37	1.05	2,799.32	(2
Dec. "	No. 26	33596	304920	156,534.88	155,986.08	548.80	5
Dec. "	No. 27	33597	304921	4,886.47	-	4,886.47	-
TOTALS				$5,307,929.32	$ -	$5,339,929.32	$5,215,1

Schedule A-2

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6467
Raymond International, Inc.

	Work Performed by Raymond International					
Amount Retained on Contract	Total	Contract Items	Price Agreement	Extra Work Orders	Materials on Hand	Liquidated Damages
($ 1,305.00)	$ 13,050.00	$ 13,050.00	$ -	$ -	$ -	$ -
(19,854.36)	198,543.63	198,543.63	-	-	-	-
(63,829.64)	638,318.46	638,296.32	-	22.14	-	-
(32,349.37)	323,493.70	321,476.50	2,017.20	-	-	-
(40,737.03)	302,090.26	300,566.50	1,523.76	-	105,280.07	-
(17,281.67)	206,226.12	172,450.00	366.72	33,409.40	-	-
(33,603.60)	343,982.52	335,911.00	124.96	7,946.56	-	-
(28,828.18)	288,281.87	288,034.55	247.32	-	-	-
(30,159.35)	607,630.87	607,041.90	588.97	-	-	-
-	638,709.97	622,439.76	-	16,270.21	-	-
-	501,114.52	489,998.06	21.50	11,094.96	-	-
-	602,720.42	600,526.71	-	2,193.71	-	-
-	207,173.63	193,963.59	(1,243.31)	14,453.35	51,473.38	(16,000.00)
-	76,492.75	85,846.00	(11,367.58)	2,014.33	(39,429.92)	(16,000.00)
-	95,396.78	85,450.14	-	9,946.64	(25,984.28)	-
-	9,680.05	1,440.00	8,145.00	95.05	(324.00)	-
-	3,691.50	-	3,691.50	-	-	-
-	6,346.20	(1.80)	6,348.00	-	-	-
-	3,266.00	-	3,266.00	-	-	-
117,114.86	-	-	-	-	-	-
(241.48)	14,122.80	14,122.80	-	-	(6,073.56)	-
(2,431.41)	128,629.00	128,629.00	-	-	(47,582.04)	-
(2,209.86)	110,080.75	106,355.00	2,005.18	1,720.57	(34,698.30)	-
(271.04)	12,652.93	10,641.20	1,055.00	956.73	(2,661.35)	-
1.05	2,799.32	(267.42)	232.20	2,834.54	-	-
155,986.08	548.80	595.20	(46.40)	-	-	-
-	4,886.47	-	4,886.47	-	-	-
$ -	$5,339,929.32	$5,215,108.64	$21,862.49	$102,958.19	$ -	($32,000.00)

Schedule A3

Oregon State Highway Department
Astoria Bridge - Rental of Sheet Piling
Schnitzer Steel Products Co.

Date	Voucher Number	Warrant Number	Amount
December 1964	CV 16555	603650	$17,838.00
January 1965	CV 19181	635436	1,982.00
February "	CV 21218	644173	1,982.00
March "	CV 24067	667923	1,982.00
April "	CV 27112	689661	1,982.00
June "	CV 33354	734017	1,982.00
June "	CV 33906	738684	1,982.00
November "	CV 15064	872647	19,719.74
TOTAL COSTS			$49,449.74

Schedule A-4

Oregon State Highway Department
Astoria-Megler Ferry Service Operations
May 1, 1965 through July 28, 1966

Astoria Navigation Company - Contract No. 6111	$594,938.08	
Astoria Ferry Channel Dredging	27,635.81	
Salaries and Wages	123,251.63	
Utilities	3,138.80	
Repair and Maintenance of Landings	29,755.72	
Rental of Buildings and Equipment	844.65	
Repairs to Equipment	2,427.58	
Insurance	19,387.54	
Materials and Supplies	8,755.46	
Depreciation	17,983.00	
Total Costs		$828,118.27
Revenue:		
Rental Income and Sale of Materials	$ 851.00	
Ticket Sales	391,062.78	
Total Revenue		(391,913.78)
Operating Deficit		$436,204.49

Schedule A-5

Oregon State Highway Department
Astoria Bridge - Recontracting Costs
April 2, 1964 through July 13, 1964

	Total	Field Engineering	Bridge Design	Blue Printing
April 1964	$ 3,317.93	$ 1,852.08	$1,465.85	$ -
May "	7,972.45	5,071.26	2,879.83	21.36
June "	5,114.72	3,750.44	1,364.28	-
July "	7,671.33	5,991.33	1,614.00	66.00
August "	2,821.11	2,791.59	29.52	-
October "	8.23	8.23	-	-
TOTALS	$26,905.77	$19,464.93	$7,353.48	$87.36

Schedule A-6

Oregon State Highway Department
United States Steel Corporation
Additional Cost to Accelerate Bridge Opening

timate Number	Voucher Number	Date	Total Cost	Extra Work Order #3	Price Agreement #6	Price Agreement #7	Price Agreement #10	Price Agree ment #11
29	C/V 9344 '66-'67	Sept. 1966	$ 3,999.71	$	$ 3,999.71	$	$	$
30	C/V 12977 '66-'67	Oct. 1966	9,543.07	9,543.07				
31	C/V 16918 '66-'67	Nov. 1966	7,635.50	5,859.98		1,775.52		
32	C/V 19763 '66-'67	Dec. 1966	22,869.20	10,746.84			12,122.36	
33F	C/V 25252 '66-'67	Dec. 1966	722.88	722.88				
34PF	C/V 27780 '66-'67	Mar. 1967	5,450.00					5,450.00
			$50,220.36	$26,872.77	$ 3,999.71	$ 1,775.52	$12,122.36	$ 5,450.00

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6134

May 19, 1964

Oregon State Highway Commission

Gentlemen:

Please refer to my letter of May 14 relative to advertising for completion of the DeLong pier contract in connection with the Astoria Bridge.

It has been determined that we should ask for three alternate bids rather than the two outlined in the letter. The first would be on the basis that the successful bidder would have use of the reinforcing steel, pier shells, concrete caps, steel forms, and all other usable items of equipment that the DeLong Corporation has on the job site. The second bid would be on the basis that only the reinforcing steel and miscellaneous hardware for which the State has made partial payment would be available to the bidder. The third alternate would be that nothing in the way of equipment and material would be available to the low bidder.

It is essential that the matter be handled this way so that delays can be kept to an absolute minimum and the work completed with the utmost dispatch.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. l. Lindas

RLP:ms bbc

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61[illegible]

May [illegible], 19[illegible]

[illegible]
[illegible]
[illegible], [illegible]

Re: Columbia River Bridge
[illegible], Oregon -
Pt. [illegible], Washington
Superstructure for Central Span
Contract No. 6124

Attention: Mr. [illegible]
[illegible]

[illegible]:

[illegible] of your letter of [illegible] declining, [illegible] and your [illegible].

[illegible] it is [illegible] in [illegible] be strictly [illegible] and you will be given [illegible].

[illegible] is [illegible] in [illegible] as you [illegible]; but on the basis of [illegible] to [illegible] which, if [illegible] to, would [illegible] and [illegible] period.

[illegible] to your request [illegible] at the job site be made [illegible] for [illegible] inspection by contractors and engineers [illegible].

NOTED
P. M. STEPHENSON

[illegible] University [illegible]
May [illegible], [illegible]
Page 2

[illegible]

Very truly yours,

[illegible] State Highway Engineer

cc: R. L. Porter
[illegible]
[illegible]
✓ R. M. Stephenson

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MAY 19 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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6124

May 14, 1964

Oregon State Highway Commission

Gentlemen:

We are now preparing to advertise for bids for completing the pier contract in connection with the Astoria Bridge. This probably can be done no later than May 20. It is our plan to allow five weeks for the preparation of bids with the opening date set for June 23 or 24.

Two alternate proposals are being prepared and bidders will be required to bid on each. No. 1 will contemplate that certain equipment and materials that have been used by the DeLong Corporation will be made available to the successful bidder. This consists primarily of reinforcing steel for which we have made a partial payment, some pier shells, two large concrete caps, steel forms, and things of this nature. Alternate No. 2 will be on the basis that nothing will be furnished to the successful bidder and he must start from the beginning and furnish all things necessary.

Upon receipt of the bids, DeLong's bonding company will be informed of the amount of each alternate. The company will be requested to turn over the material and equipment to the State and if it fails to do so within a reasonable time, we will recommend that the work be awarded to the low bidder on the second alternate.

Inasmuch as the bonding company is, in our opinion, legally responsible for any additional cost to which the Commission may be put, it occurs to us that the surety may make this equipment and material available without protest. It should result in a lower bid than the second alternate. After the bonding company has had a reasonable time to reply, it will probably be necessary to call a special meeting of the Highway Commission to consider the bids. The best estimate that I can make at this time would be somewhere around July 2 or 3.

The case of DeLong versus the State that was filed in Federal Court in Portland has been argued and we are awaiting a decision from Judge Kilkenny.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

RLP:ms bbc

DRAFT
AHJ:ks - 3/36/6 - For Query's signature

DeLong Corporation
100 Columbia Avenue
Astoria, Oregon

Attention: Col. L. B. DeLong

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract No. 6124

The Traveler's Indemnity Co.
Equitable Building
Portland, Oregon

Gentlemen:

This is to notify you, as principal and surety, respectively, on the above-described contract, that the State Highway Commission has elected to and hereby does terminate your employment and cancel said contract, pursuant to the terms thereof, effective seven days after receipt of this letter by the contractor, for the willful failure or refusal of the DeLong Corporation, as contractor, to faithfully perform the contract according to all of its terms and conditions, in many particulars including the following:

1. Substantial abandonment of the project, as shown by the nearly total inactivity of the contractor in recent weeks.
2. Persistent and repeated refusal and failure to supply enough properly skilled workmen for the efficient prosecution of the project.
3. Failure to remove and replace defective work, particularly the defective seal at pier 169.
4. Failure to make prompt payment for all material and labor.
5. Persistent disregard of the instructions of the engineer to proceed with the work.
6. The contractor's inability or unwillingness to proceed with the contract according to its terms,

as shown by proclamations in a complaint filed in the U. S. District Court for the District of Oregon, and elsewhere.

7. Failure to vigorously prosecute the work.
8. Failure to complete Units 1, 2 and 3 of the contract, and obvious inability to complete Unit 4 thereof, by the respective completion dates therefor.

This is to further advise that the State will henceforth look to Traveler's Indemnity Company for completion of the contract according to its terms, in accordance with its obligations as surety. If said surety fails to promptly undertake the satisfactory completion of the work, the State will do so, either by means of its own forces or by contract, as the Commission may deem appropriate. In any event, the State will look to the DeLong Corporation and Traveler's Indemnity Company for recovery of the damages sustained by the State by reason of the contractor's violation of the provisions of the contract.

This is to also notify you that the State, in accordance with Article 1.8.7 of the Standard Bridge Specifications, will take possession of the cofferdam, its component parts and supporting structure, now in place at pier 169, and to direct that you take no steps to remove the same.

Very truly yours,

(Signed by Floyd Query)

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11 May 1964

Director, Northwest Division
Bureau of Yards and Docks
1638 W. Lawton Way
Seattle, Washington 98119

Attention: Mr. Henry C. Hajek
Director, Real Estate Division

Dear Sir:

As you know, the State of Oregon has cancelled the DeLong contract for the building of a portion of the Astoria bridge. It is the intention of the State of Oregon to advertise for bids for the completion of the DeLong contract the week of May 10th. The call for bids will allow the contractor six weeks in which to submit the bid, after which the contract will be awarded.

In connection with the new contract, it is the desire of the State of Oregon, by and through its State Highway Commission, to make available to the bidders a marshaling area at Tongue Point. It is our desire that Piers 3 and 4 and approximately 11 acres adjoining said piers, be made available to the successful contractor.

The contractor will, of course, have to make his arrangements with the Bureau of Yards and Docks for the rental of this area.

It is my understanding that any permits for the use of the area by the successful contractor cannot exceed one year without renewal. It is further understood that in the event that the General Services Administration disposes of said area prior to that time, the successful contractor will assume that risk and will have to make whatever deal he can with the purchaser.

It is further understood that this area is not serviced by utilities and the contractor will have to provide any necessary utilities or other services at his own expense.

It is further understood that any permit will have a termination clause and that the contractor will have to provide the Bureau of Yards and Docks with whatever liability insurance is required.

I would appreciate receiving from you a commitment stating the area involved will be available to any contractor meeting the above terms and rental amount.

By copy of this letter the Commanding Officer, U. S. Naval Supply Depot, Seattle, has also been advised of this matter.

Very truly yours,

LEONARD I. LINDAS
Chief Counsel
Oregon State Highway Department

cc:
CO NSD Seattle

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Carl A. Trexel
40 Winston Drive
San Francisco 32, California

May 11, 1964

Mr. Leonard I. Lindas, Chief Counsel
State of Oregon Highway Department
104 State Highway Building
Salem 10, Oregon

Dear Mr. Lindas:

I propose to prepare my report along the following lines:

I Significant Dates
II Responsibilities of the Contractor
III Responsibilities and Authority of the State Highway Commission and Engineer
IV Foundation Data
  1. State Data
  2. Tudor Data
V Cofferdams and Scour
VI Pile Driving
VII Tremie Concrete
VIII Bell Type Shells
IX Contractors Plant
X Contractors Progress Schedule and Progress
XI Conclusions and Recommendations

I would welcome any suggestions you may have.

I have not yet received a reply from the Bridge Department to my letter of April 23, 1964, copy of which is enclosed.

In addition, I would appreciate a summary of the pile driving reports giving the piers, the number, length and type of piles driven

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P. M. STEPHENSON

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per shift for each date, and a brief statement of significant causes of delays. Were DeLong's two S-14 McKiernan Terry hammers new or used when they were brought to this job?

Very truly yours,

Carl A. Trexel

Carl A. Trexel

CAT:aws

April 23, 1964

Dear Mr. Lindas:

I have completed my review of correspondence and reports on Contract 6124 and have a few questions:

a. I assume that the hand written date of Feb. 24, 1963, on W. C. Hill's memorandum on probings into the seals of Piers 169 and 170 should read 1964.

b. In the chronological report on scour conditions dated June 26, 1963 (13 Dec. 1963 at the top), the last entry Dec. 12th is "Began seal pour at Downstream cofferdam". Should not "Downstream" read "Upstream"? See notes Dec. 5th and Dec. 9th.

c. I do not have a copy of DeLong's reply, if any, to Merchant's letter of Dec. 13, 1963. Perhaps it is DeLong's letter of Dec. 19, 1963, of which I do not have a copy, but to which reference is made in Ellison's letter to DeLong of 24 Dec. 1963.

d. Between the Dec. 12th entry above and Jan. 13, 1964, there was some difficulty and correspondence concerning the tremie seals. Merchant's memorandum to files of Jan. 13, 1964, starts out "To determine remedial measures on Pier 169 seals, etc." and DeLong's letter of Jan. 14, 1964, refers to Ellison's letters of Jan. 9 and 10. I would appreciate copies of these two letters and of any available memoranda or reports by divers or others on tremie seal difficulties. I have W. C. Hill's memorandum referred to in (a) above.

e. Would appreciate a copy, if available, of any report on the seal pour at Pier 169 similar to the Ellison report to L. I. Lindas (without date) at Pier 170.

f. If such a report is not available, I would appreciate any data available on the tremie pours in the Pier 169 cofferdams, time of beginning and completion of each, or rates of pour, causes of stoppages, number of pour positions, number of times the seal was lost, total amounts poured as contrasted with amounts estimated as required, and reports of subsequent divers inspections.

g. In Ellison's memorandum of 22 Jan. 1964, to L. I. Lindas, reference is made to a "storm and flooding of downstream cofferdam due to failure of pumps", and "caulking of interlocks of sheet piles lost when cell flooded". A copy of any report available on this incident would be appreciated.

h. When ~~did~~ construction work at Astoria actually start and what was the nature of the work started?

Thank you for your assistance.

Sincerely yours,

Carl A. Trexel

Mr. Leonard I. Lindas
Chief Counsel
State of Oregon Highway Department
104 State Highway Building
Salem 10, Oregon

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WOODWARD-CLYDE-SHERARD AND ASSOCIATES

P.O. BOX 8258 • OAKLAND 8, CALIFORNIA
TELEPHONE HIGATE 4-1258
Consulting Soil and Foundation Engineers

DENVER, COLO.
KANSAS CITY, MO.
OAKLAND, CALIF.
OMAHA, NEB.
MONTCLAIR, N. J.
PHILADELPHIA, PA.
SAN DIEGO, CALIF.
SAN JOSE, CALIF.
ST. LOUIS, MO.
NEW YORK, N. Y.

[illegible]

6124

May 11, 1964

Leonard Lindas, Chief Counsel
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Lindas:

In accordance with your request, we are submitting a proposal for an investigation of the foundation piers for the Columbia River Bridge now under construction and located between Astoria, Oregon and Pt. Ellice, Washington.

After our discussions with you on April 20, 1964, Mr. Townsend of our firm and the drilling contractor we plan to use visited the site. Based on their observations and our knowledge of the project we propose to perform the following work:

A. Make 2 soil borings at the location of Pier 5. The depth of each hole would be approximately 20 feet below the bottom of the river (elev. -47 ft.)

B. Core 12 holes in the concrete seal of Pier 169--6 on each side--from elevation -50 ft. to -70 ft.

C. Core 2 holes at each of Piers 160, 161, 162, 163, 164, 165, 166, and 167. These holes would average about 50 ft. in depth, the greatest being from +12 ft. to -53 ft. and the least from +12 ft. to -25 ft.

D. Analyze the data obtained and issue a report indicating our opinion as to the adequacy of the soils for the Pier 5 foundation and the condition of the concrete in Piers 160 through 167 and Pier 169.

We will supply, either with our forces or by sub-contracting, all materials, labor and equipment to perform the above services. It

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P. M. STEPHENSON

is estimated that the length of time needed to complete the work after the drill crews and rigs arrive in Astoria will be about 2 calendar months, provided 3 rigs are used.

It is proposed that a lump sum be charged for mobilization, demobilization and set ups, footage rates for drilling or coring, hourly rates for rental equipment, flat rates for testing, and hourly rates for engineering. We believe this to be the most economical basis for the client.

An estimate of cost, along with the unit charges, is as follows:

Equipment Rental - Palmberg Construction Company

Tug and pile driver plus crew (Pier 5) 40 hours @ $35.00 per hour ($45.00 per hour O.T.)	$1400
Landing craft - 150 hours @ $30.00 per hour ($36.00 per hour O.T.)	4500
Launch - 405 hours @ $10.00 per hour ($12.50 per hour O.T.)	4050
Construction and installation of platforms for drill rigs - estimated	3500
	13,450
15% Handling Charge	2,000
Sub Total	$15,450

Drilling, Sampling, Coring - Boyles Bros.

Mobilization, demobilization - lump sum	$7200
Drilling at Pier 5 - 40 ft @ $47.50 per foot	1900
12 set-ups at Pier 169 - 12 @ $100.00 each	1200
NX coring, Pier 169 - 240 ft @ $20.00 per foot	4800
18 set-ups, Pier 160 through 167 - 18 @ $200.00 each	3600
NX coring, Piers 160 through 167 - 687 ft @ $20.00 per foot	13,740
	32,440
15% Handling Charge	4,860
Sub Total	$37,300

Engineering - Woodward-Clyde-Sherard & Associates

Drilling Supervision - 3 men, 45 days each = 135 days - 1080 hours @ $11.00 per hour	$11,880
Drafting - Engineering Assistant - 60 hours @ $10.00 per hour	600

Concrete Consultant and report - 160 hours @ $25.00 per hour	4000
Soil Consultant and report - 160 hours @ $25.00 per hour	4000
Sub Total	$20,480

Miscellaneous - Woodward-Clyde-Sherard & Associates

Subsistence for Drilling Supervision (2 @ $12.00 per day and 1 @ $15.00 per day) = $39.00 per day 60 days @ $39.00 per day	$2340
Travel (plane trip, auto rental) - estimated	1800
Woodward-Clyde-Sherard equipment - sample tubes, samplers, core boxes, shipping, etc.	1000
Printing, telegrams, telephone, insurance - at cost	500
Miscellaneous testing of soils and concrete specimens, flat rates - estimated	500
Subsistence for Consultants - at cost	250
Sub Total	$6390
TOTAL	$79,620.00

Testimony in court and meetings, depositions, etc. leading to and required for court appearances will be charged at $250 per day plus expenses with a minimum of $125 per 4 hours or less plus expenses.

We would like to point out that this estimate of cost is probably on the conservative side. You will only be charged for the work performed and time required.

We will not be liable for damage to subterranean structures (pipes, tanks, telephone cables, etc.) whose locations are not correctly shown on the site plans furnished us, and other damage arising from injury to such structures.

Our invoices covering the work as outlined in this proposal will be rendered monthly and upon the issuance of the final report. These bills are due and payable upon receipt.

If this proposal meets with your approval and you wish us to proceed with the investigation, we would be pleased to negotiate a contract with you.

Very truly yours,

Arnold Olitt

Arnold Olitt
Vice President

AO/ws

RECEIVED
MAY 11 1964

FOR FILING

MAIN, LAFRENTZ & CO.

CERTIFIED PUBLIC ACCOUNTANTS

ONE WHITEHALL STREET
NEW YORK, N.Y., 10004
HA 5-2300
CABLE: MAINAUDIT, NEW YORK

NEW YORK
PITTSBURGH
ATLANTA
BALTIMORE
BOSTON
CHICAGO
CLEVELAND
DALLAS
EL PASO
ERIE
HARRISBURG
HOUSTON
JOHNSTOWN
LOS ANGELES
MACOMB

NEW ORLEANS
OAKLAND
ODESSA
PHILADELPHIA
RICHMOND
SALISBURY
ST. LOUIS
SAN FRANCISCO
SEATTLE
WASHINGTON

OFFICES AND
ASSOCIATES IN
OTHER COUNTRIES

May 6, 1964

SECOND REQUEST

State of Oregon
State Highway Department
Salem 10, Oregon

Gentlemen:

In connection with our examination of the books and records of DeLong Corporation, 29 Broadway, New York 6, New York, will you kindly confirm, directly to us, that as at the close of business December 31, 1963, you were indebted to that company as follows under contract number 6124:

Contract billings	$301,227.21
Retainage	393,401.65
Adjustment of November Engineers estimate	800.00
Net currently due	$695,428.86

A self-addressed envelope is enclosed for your reply.

Very truly yours,

Main Lafrentz & Co.
Certified Public Accountants

Gentlemen:

Will you kindly furnish Messrs. Main, Lafrentz and Co., One Whitehall Street, New York, N. Y. 10004, with the information requested above.

Very truly yours,

DE LONG CORPORATION

By Edward A. Fey
Edward A. Fey
Vice President and Treasurer

Orig. to Lindas 5-11

RECEIVED
MAY 7 - 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6124

May 6, 1964

Main, Lafrentz & Co.
Certified Public Accountants
One Whitehall Street
New York, New York 10004

Re: DeLong Corporation vs.
State Highway Commission
L-4522
Astoria Bridge
Contract No. 6124

Gentlemen:

It will be impossible to confirm the amounts due and owing to the DeLong Corporation under State Highway Contract No. 6124 as being that set forth in your letter of April 16 or any other sum.

As you may know a controversy has arisen between the parties to the aforementioned contract which has resulted in litigation presently pending in Federal Court in Portland, Oregon. All construction work by the DeLong Corporation under the contract has ceased.

In view of the respective positions of the parties as to work accomplished, amounts due and unliquidated damages, it would be impossible, indicated in the beginning of this letter, to confirm the amounts due and owing as of any specific date.

We are indeed sorry not to be able to oblige in your request, however, if we are able to be of service otherwise please do not hesitate to ask.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
G. E. ROHDE
Assistant Counsel

NOTED
FLOYD QUERY

GER:bg
CC - Mr. R. L. Porter
Mr. C. H. Maison
Mr. Floyd Query
Mr. Ivan Merchant

RECEIVED
APR 30 1964

FOR FILING

4-F-003-1(64)

6124

April 29, 1964

Zidell Machinery and Supply Company
3121 S. W. Moody Street
Portland 1, Oregon

Attention: Mr. Rodney D. Stevens
Controller

Gentlemen:

This is to acknowledge receipt of your letter of April 16 informing us of the status of your claim dated April 9 with the De Long Corporation for barge rental in connection with State Highway Contract No. 6124 for substructure for steel spans, Columbia River Bridge, Oregon Coast Highway, at Astoria.

You are no doubt aware that The Travelers Indemnity Company through Phil Grossmayer Company, Equitable Building, P. O. Box 1191, Portland 7, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it.

Your claim letter of April 9 advising that the De Long Corporation owed you $17,250 for barge rental was filed in the Secretary of State's office April 15, 1964, and was assigned his File No. 4074.

It is not necessary that you inform this office each time that you receive a payment from De Long Corporation; however, we would appreciate being advised when your claim has been paid.

Should you have additional claims to file they may be filed at any time. In order to protect a claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

NOTED ON CARD
lc

For your information, we are attaching Excerpts from Oregon Revised Statutes Relating to Public Contracts, Bonds; Actions on Bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

• BENEATH THE WEST END OF THE ROSS ISLAND BRIDGE...

ZIDELL

MACHINERY & SUPPLY CO.

W. Moody Street, Portland 1, Oregon

INDUSTRIAL PIPING • ELECTRICAL EQUIPMENT • INDUSTRIAL & SAWMILL EQUIPMENT & SUPPLIES

Cable: ZIDELL
TWX: P D 680 | CApitol 8-8691

April 16, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query

Gentlemen:

Reference is made to our letter of April 9th regarding our account with DeLong Corporation in connection with State Highway Contract No. 6124.

On April 13, 1964, this company received a payment of $8,650.00 from DeLong Corporation. As of this date there is due us a total of $10,850.00. Rental on the nine units which DeLong is still using is payable for each unit monthly in advance. Three more barge rentals will be due between now and the end of April. These rentals are not included in the total given.

We have every confidence in our customer DeLong Corporation, and submit these statements only as a protection under the bond covering this job, realizing that the entire contract is in dispute. We will appreciate your advising us whether we should file new statements once each month as additional rentals become payable on all units, or only as payments are received from DeLong. Total monthly rental on the units now being used is $6,650.00.

Very truly yours,

ZIDELL MACHINERY & SUPPLY CO.

R. D. Stevens

Rodney D. Stevens
Controller

Ole
please reply
FQ

NOTED
FLOYD QUERY

RDS:nb
cc: The Travelers Indemnity Co.
Phil Grossmayer Co.
DeLong Corporation

NOTED
C. W. HEAD

ALL QUOTATIONS, CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS OR OTHER CONTROLLING CONDITIONS AND SUBJECT TO IMMEDIATE ACCEPTANCE. F. O. B. OUR WAREHOUSE, PORTLAND, OREGON AND TO PRIOR SALE UNLESS OTHERWISE SPECIFIED.

RECEIVED
APR 23 1964

FOR FILING

[illegible]

6124

Salem, Oregon
April 22, 1964

Mr. Forrest Cooper
State Highway Engineer
OFFICE

Following is a resume of the action by yourself, P. M. Stephenson, I. D. Merchant, L. I. Lindas, G. E. Rohde, and myself on the points raised by Col. DeLong's bonding company as conditions required for the DeLong Corporation to complete the Astoria contract.

(1) We could not agree to the waiver of liquidated damages until completion of the work.

(2) We cannot agree with the proposal to remove the defective seal in Pier 169 to elevation -55. It is imperative that this defective material be removed to -65 with sound concrete being poured above this point.

(3) Relative to the steel skirt around the base of Pier 5, we will make no comment.

(4) We will not agree to furnish riprap around the remaining piers as was done at Pier 169.

(5) As to the DeLong Corporation's securing additional sheet piling so as to construct Piers 168 and 169 simultaneously, we will make no statement.

(6) We will not relieve the DeLong Corporation of the responsibility for constructing the fender system should the bonding company elect to complete the work.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc P. M. Stephenson
I. D. Merchant
L. I. Lindas

RECEIVED
APR 23 1964
FOR FILING

6134

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1964

SUBJECT:

To: MEMO TO FILE

On this date, at a meeting in Mr. Cooper's office, the Traveler's Indemnity Company represented by the following personnel offered the proposal outlined below as a means of completing the DeLong contract at Astoria:

W. F. Smith
W. A. DeLong
Kurt J. Rock

The Highway Department was represented by:

Forrest Cooper
R. L. Porter
P. M. Stephenson
Leonard I. Lindas
George Rohde
Ivan D. Merchant

The DeLong Corporation will complete the pier contract under the following conditions:

(1) The State is not to assess liquidated damages against any partial payment estimate and whether or not such damages will be assessed at all will be determined at the time of the completion of the work.

(2) The DeLong Corporation will remove the defective seal in Pier 169 to elevation -55 and will repour the pier for sound concrete.

(3) The DeLong Corporation will construct a steel skirt around the base of pier No. 5 and will pour tremie concrete on which to found the bell pier.

(4) Protection against scour on all remaining piers is to be provided as was done at Pier 169 and under terms similar to Extra Work Order No. 2.

(5) The DeLong Corporation will secure additional sheet piling and will construct a cofferdam at Pier 168 and proceed with the construction of this pier concurrent with the construction of Pier 169---this to be done with the understanding that the contractor will make claim for additional expense of securing the extra sheet piling if it is found that the delay in constructing Pier 169 is not the fault of the DeLong Corporation.

(6) The DeLong Corporation requests that the fender system at Piers 169 and 170 be removed from the contract and that the State assume the obligation of paying for the fender material.

It was pointed out by Mr. Merchant that removing the defective seal in Pier 169 to an elevation of -55 would not be satisfactory but that the defective material would have to be removed and replaced to at least -65. This presented some problem; the bonding company people stated that Col. DeLong's consultant, a Mr. William Mueser of the firm Mueser, Rutledge, Wentworth and Johnson, 415 Madison Avenue, New York, would make himself available to discuss the problem with the State. They further stated that the contractor would expect an extension of time and that he would estimate about ten months would be required to complete the work after a notice to proceed had been received.

Mr. Cooper suggested to the bonding company representatives that they not wait for the Department's decision on this matter but that we would contact them at the earliest possible time.

R. L. Porter

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper
P. M. Stephenson
I. D. Merchant
L. I. Lindas

MEETING OF
TRAVELER'S INDEMNITY COMPANY AND OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON
April 22, 1964

W. F. Smith		Traveler's Indemnity Company
W. A. DeLong	526 Logan Bld 5 & Union Seattle, MA3-5436	" " "
Kurt J. Rock		" " "
Forrest Cooper		Oregon State Highway Department
R. L. Porter		" " " "
P. M. Stephenson		" " " "
Leonard I. Lindas		" " " "
George Rohde		" " " "
Ivan D. Merchant		" " " "

RECEIVED
APR 20 1964
FOR FILING

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1964

SUBJECT:

To: Memo to File

On April 15, at 1:30 p.m., the following people representing the Traveler's Indemnity Company discussed with the Highway Department the Indemnity Company's position relative to the De Long contract at Astoria:

Kurt J. Rock
W. F. Smith
W. A. DeLong

The following representatives of the Highway Department were present:

Forrest Cooper
R. L. Porter
L. I. Lindas
G. S. Paxson
P. M. Stephenson
Ivan D. Merchant
George Rohde

Very little was accomplished at the meeting other than a general discussion of the problem. The Indemnity Company did not exactly deny responsibility, although the representatives inferred that until the litigation was settled, they are not in position to say or do very much. They suggested that they attempt to get Mr. De Long to finish the contract and asked us under what terms we would consider such a proposal. They were clearly informed that this Department would consider no change in the terms of the original contract and that if they were able to get Mr. De Long to finish the work, it would have to be done on this basis. The Indemnity Company people indicated that they would discuss the matter with Mr. De Long and would contact us soon thereafter.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Forrest Cooper	I. D. Merchant
P. M. Stephenson	L. I. Lindas
G. S. Paxson	Geo. Rohde

Meeting of

Traveler's Indemnity Company and Oregon State Highway Department
Salem, Oregon
April 15, 1964

Kurt J. Rock	Consultant for Traveler's Indemnity Company
W. F. Smith	Traveler's Indemnity Company Hartford, Connecticut
W. A. DeLong	The Traveler's Indemnity Company Seattle, Washington
Forrest Cooper	State Highway Engineer
R. L. Porter	Deputy State Highway Engineer
L. I. Lindas	Chief Counsel
G. S. Paxson	Deputy State Highway Engineer (Retired)
P. M. Stephenson	Assistant State Highway Engineer
Ivan D. Merchant	Bridge Engineer
George Rohde	Assistant Counsel

RECEIVED
APR 22 1964
FOR FILING

MAIN, LAFRENTZ & CO.

CERTIFIED PUBLIC ACCOUNTANTS

ONE WHITEHALL STREET
NEW YORK, N.Y., 10004
HA 5-2300

CABLE: MAINAUDIT, NEW YORK

NEW YORK
PITTSBURGH
ATLANTA
BALTIMORE
BOSTON
CHICAGO
CLEVELAND
DALLAS
EL PASO
ERIE
HARRISBURG
HOUSTON
JOHNSTOWN
LOS ANGELES
MACOMB

NEW ORLEANS
OAKLAND
ODESSA
PHILADELPHIA
RICHMOND
SALISBURY
ST. LOUIS
SAN FRANCISCO
SEATTLE
WASHINGTON

OFFICES AND
ASSOCIATES IN
OTHER COUNTRIES

4 [illegible]
6124

April 16, 1964

State of Oregon
State Highway Department
Salem 10, Oregon

Gentlemen:

In connection with our examination of the books and records of DeLong Corporation, 29 Broadway, New York 6, New York, will you kindly confirm, directly to us, that as at the close of business December 31, 1963, you were indebted to that company as follows under contract number 6124:

Contract Billings	$301,227.21
Retainage	393,401.65
Adjustment of November Engineers estimate	800.00
Net Currently Due	$ 695,428.86

A self-addressed envelope is enclosed for your reply.

Very truly yours,

Main, Lafrentz and Company
Certified Public Accountants

Gentlemen:

Will you kindly furnish Messrs. Main, Lafrentz and Company, One Whitehall Street, N.Y. 4, N.Y. with the information requested above.

Very truly yours,

DE LONG CORPORATION

NOTED
FLOYD QUERY

By Edward A. Fey
Edward A. Fey
Vice President and Treasurer

Copy to
Lindas 4-20
for reply JB

R[illegible]D
STATE HI[illegible]

RECEIVED
APR 1 7 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 14, 1964

RECEIVED
APR 1 5 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

Sidell Machinery & Supply Co.
3121 S. W. Moody Street
Portland 1, Oregon

Attention: Mr. Rodney D. Stevens
Controller

Gentlemen:

This will acknowledge receipt of your claim letter of April 9, advising that DeLong Corporation owes you $17,250 for barge rental. Your letter states that this is in connection with State Highway Contract No. 6124 with DeLong Corporation for substructure for steel spans on the Columbia River Bridge on the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

The Travelers Indemnity Company, through Phil Grossmayer Co., P. O. Box 1191, Portland 7, furnished the performance bond on this contract, which is given to assure completion of the contract and payment of all bills incurred in it.

We will advise the surety and the contractor that your claim letter has been received and we will also send it to the Secretary of State for filing.

Please let us know when your claim has been paid so that we may clear our records.

Yours very truly,

NOTED ON CARD
lc

Secretary
OREGON STATE HIGHWAY COMMISSION

File #4074

FILED
APR 15 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

cc:
The Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

Phil Grossmayer Co.
P. O. Box 1191
Portland, Oregon

DeLong Corporation
29 Broadway
New York City, N. Y.

Commissioners
L. I. Lindas

Hon. Howell Appling, Jr.
Secretary of State
Salem, Ore. - (Please ack. receipt of the claim on enc. copy of this letter)

NOTED
C. W. HEAD

BENEATH THE WEST END OF THE ROSS ISLAND BRIDGE...
INDUSTRIAL PIPING · ELECTRICAL EQUIPMENT · INDUSTRIAL & SAWMILL EQUIPMENT & SUPPLIES

ZIDELL
NERY & SUPPLY CO.
Moody Street, Portland 1, Oregon

Cable: ZIDELL
TWX: P D 680
CApitol 8-8691

April 9, 1964

Certified Letter
Return Receipt Requested

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

This company leased to the DeLong Corporation ten barges for use by that corporation on its contract with the Oregon State Highway Commission for construction work at the mouth of the Columbia River near Astoria, Oregon. We are informed that the contractor secured a bond in the amount of approximately $7,800,000 for this job from Travelers Indemnity Co., and that this bond #6124 was issued through the Phil Grossmayer Co. of Portland, Oregon.

This letter is submitted as notice that there are presently unpaid and delinquent rental charges due Zidell Machinery & Supply Co. in the amount of $17,250.00. Rental on each individual barge is payable monthly, on the same day of the month on which DeLong Corporation took delivery of the barge from Zidell Machinery & Supply Co., and rental charges will continue to accumulate on each of those anniversary dates. DeLong Corporation returned to us on March 3, 1964, one of the barges on which total rental of $1,000.00 is unpaid. They retained custody of nine barges.

Very truly yours,

ZIDELL MACHINERY & SUPPLY CO.

R. D. Stevens

Rodney D. Stevens
Controller

RDS:nb
cc: Phil Grossmayer Co.
Equitable Building
Portland, Oregon

ALL QUOTATIONS, CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS OR OTHER CONTROLLING CONDITIONS AND SUBJECT TO IMMEDIATE ACCEPTANCE, F. O. B. OUR WAREHOUSE, PORTLAND, OREGON AND TO PRIOR SALE UNLESS OTHERWISE SPECIFIED.

4-13-64

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Section [illegible] Columbia River Br., Astoria, Ore.–Pt. Ellice, Wn. County Clatsop, Ore.–Pacific, Wn. Work

Kind of work Construction for [illegible] Highway U. S. 101 FAP No. U. F. [illegible](14) S

Contractor [illegible] Date of award June 20, 1962 Work begun Esti

Item	Unit	Unit Price		Original Authorization			Estimate [illegible]			Performed to	
				Quantity	Amount		Quantity	Amount		Quantity	A.
SCHEDULE IA (PIER 5, ALT. A)											
1. Shoring, cribbing, etc.	All Required				100	00	11	1[illegible]		[illegible]	
2. Structural excavation	Cu.yds.	15	00	300	4,500	00	[illegible]	[illegible]		[illegible]	7,
3. Str. Ex. below Elev. shown	Cu.yds.	30	00	20	600	00	[illegible]			[illegible]	
4. Tremie Concrete	Cu.yds.	30	00	[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]	
5. Class "A" Concrete	Cu.yds.	157	50	5[illegible]	81,[illegible]	00	[illegible]	[illegible]		[illegible]	
6. Metal reinforcement	Lbs.		16	[illegible]	3,[illegible]	00	[illegible]	7,[illegible]		[illegible]	
Total amount of bid, Schedule IA					[illegible],100	00					
SCHEDULE IB (PIER 5, ALT B)											
(Bid Items [illegible] 12, inclusive omitted)											
SCHEDULE IIA (PIERS 6 THROUGH 12, ALT. A)											
13. Shoring, cribbing, etc.	All Required				100	00	11	1[illegible]	00	[illegible]	
14. Structural excavation	Cu.yds.	1	[illegible]	11,[illegible]	11,[illegible]	00	[illegible]	[illegible]		[illegible]	
15. Str. exc. below elev. shown	Cu.yds.	1	00	[illegible]	[illegible]	00	[illegible]			[illegible]	
16. Furnish 18" prestressed piling	Lin.ft.	[illegible]	00	50,[illegible]	254,[illegible]	00	[illegible]	[illegible]		[illegible]	
17. Drive prestressed piles	[illegible]	48	00	1,[illegible]	[illegible],86[illegible]	00	[illegible]	[illegible]		[illegible]	
18. Tremie Concrete	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	
19. Class "A" Concrete	Cu.yds.	118	75	5,[illegible]	641,[illegible]		[illegible]	[illegible]		[illegible]	
20. Metal Reinforcement	Lbs.		16	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	
Total amount of bid, Schedule IIA					1,474,314	00					
Totals											

Report and Bridge [illegible] Estimate Page 1 of [illegible]   15

County Clatsop, [illegible]   Work done to [illegible]   Estimate No.

101   File No. [illegible] (14)   Specified date of completion   Contract No. 6124

June 29, 1962   Work begun   [illegible]

[illegible] Amount		Estimate [illegible] Quantity	Amount	Completed to Date Quantity	Amount	[illegible] Quantity	Amount	[illegible] Quantity	Amount
100	00	11	[illegible]	[illegible]		[illegible]		[illegible]	
4,500	00	[illegible]	[illegible]	[illegible]	7,[illegible]	[illegible]		[illegible]	7,[illegible]
600	00	[illegible]		[illegible]		[illegible]		[illegible]	
[illegible],000	00	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	
81,900	00	[illegible]	[illegible]	[illegible]		[illegible]			
3,[illegible]	00	[illegible]	7,[illegible]	[illegible]		[illegible]			
24,100	00								
100	00	11	[illegible]	[illegible]		[illegible]		[illegible]	
11,600	00	11,[illegible]	11,[illegible]		[illegible]	1,[illegible]	[illegible]	[illegible]	[illegible]
600	00	[illegible]		[illegible]		[illegible]		[illegible]	
254,500	00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
48,864	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	00	[illegible]		[illegible]		[illegible]		[illegible]	
6[illegible]	00	[illegible]	[illegible]	[illegible]		[illegible]			
1[illegible],000	00	[illegible]	[illegible]	[illegible]		[illegible]			
474,314	00								

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Section Columbia River Bridge, Astoria, Ore.–Pt. Ellice, Wa. County Clatsop, Ore. Pacific, Wa.
Kind of work Substructure for [illegible] spans Highway U. S. 101 FAP No. F [illegible] (14)
Contractor DeLong Corporation [illegible] 1962 Work begun

Item	Unit	Unit Price		Original Estimate Quantity	Amount		Estimate Corrected to Date Quantity	Amount		Performed Quantity
SCHEDULE IIB, (PIERS 6 THROUGH 12, ALT. B)										
(Bid Items [illegible] inclusive omitted)										
SCHEDULE IIIA, (PIERS 13 THROUGH [illegible], ALT. A)										
20. Shoring, cribbing, etc.	All Required				100	00	All	100		
[illegible] Structural excavation	Cu. yds.	1	00	5,000	5,000	00	5,000	5,[illegible]		1,[illegible]
21. Stg. Exc. below Elev. [illegible]	Cu. yds.	1	00	300	300	00	[illegible]			
[illegible] Furnish [illegible]	[illegible]	[illegible]		14,[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]
[illegible] piles	[illegible]	[illegible]		704	14,[illegible]	[illegible]	[illegible]	[illegible]		
[illegible] Load Test [illegible]	[illegible]	[illegible]		3	25,[illegible]		1	[illegible]		
35. [illegible] concrete	Cu. yds.	[illegible]	00	3,7[illegible]	111,[illegible]		[illegible]	[illegible]		
36. Class [illegible]	Cu. yds.	118	75	2,[illegible]	273,[illegible]		[illegible]	[illegible]		[illegible]
37. Metal reinforcement	Lbs.		16	[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]
Total Amount of Bid, Schedule IIIA					[illegible]4,957	00				
SCHEDULE IIIB, (PIERS 13 THROUGH [illegible], ALT. B)										
(Bid Items [illegible] inclusive omitted)										
SCHEDULE [illegible]										
[illegible] Shoring, cribbing, etc.	All Required				[illegible]		All	100	00	All
[illegible] Structural excavation	Cu. yds.	1	00	[illegible]	[illegible]	00	[illegible]	[illegible]	00	[illegible]
[illegible] Stg. Exc. below elev. [illegible]	Cu. yds.	1	00	[illegible]	300	00				
Totals										

Report and Bridge Contractor's Estimate Page 2 of

County Clatsop, Ore., Pacific, Wn. Work done to [illegible] Estimate No.

S. 101 FAP Holl [illegible] (14) Specified date of completion [illegible] No. 6124

June 29, 1962 Work begun [illegible] Estimated date of completion [illegible] 1963

Estimation		Estimate Corrected to Date			Performed to Date		Previous Estimate		Present Estimate	
Amount		Quantity	Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount
100	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5,000	00	5,510	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
300	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
73,[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14,112	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35,000	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
111,000	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
273,125	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
77,800	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
594,937	00									
[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2,000	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
500	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Section Columbia River Br., Astoria, Ore. - Pt. Ellice, Wn. County Clatsop, Oreg. - Pacific, Wn. Work

Kind of [illegible] Highway U. S. 101 FAP [illegible](14) Spe

Contractor [illegible] Co. [illegible] Date of award [illegible] 29, 1962 Work [illegible] Esti

Item	Unit	Unit Price		Original Quantity	Amount		Estimate Corrected Quantity	Amount		Performed to Quantity	A
50. Furnish 14" prestressed piling	Lin. Ft.	[illegible]		6,800	34,000	00	7,1[illegible]	35,[illegible]		7,1[illegible]	[illegible]
51. Furnish Timber Piling	Lin. Ft.	1	00	41,600	41,600	00	41,[illegible]	41,[illegible]		41,797	[illegible]
52. Drive prestressed piles	Each	[illegible]	00	126	6,[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]
53. Drive Timber piles	Each	[illegible]	00	640	25,600	00	[illegible]	[illegible]		[illegible]	[illegible]
54. Load test timber piles	Each	25,000	00	1	25,000	00	1	25,[illegible]		1	[illegible]
55. Tremie Concrete	Cu. yds.	[illegible]	00	8,[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]
56. Class "A" Concrete	Cu. yds.	118	75	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
57. Metal Reinforcement	Lbs.		16	[illegible]	[illegible]	[illegible]					
Total amount of bid, Schedule "IV"					1,162,07[illegible]	[illegible]					
SCHEDULE "VB" (PIERS [illegible] THROUGH [illegible])											
(Bid items [illegible] inclusive, deleted)											
SCHEDULE "V" (PIERS [illegible] THROUGH 171)											
69. Clearing, grubbing, etc.	All Required				[illegible]	00	[illegible]	[illegible]		[illegible]	
70. Structural excavation	Cu. yds.	1	[illegible]	20,[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]	
71. Structural [illegible]	Cu. yds.	1	[illegible]	1,000	1,000	00	[illegible]	[illegible]		[illegible]	
72. Furnish 14" prestressed [illegible]	Lin. Ft.	[illegible]		4,096	20,480	00	[illegible]	[illegible]		[illegible]	
73. Furnish Timber piling	Lin. Ft.	[illegible]		16,120	16,120	00	[illegible]	[illegible]			
74. Furnish treated timber [illegible]	[illegible]	[illegible]		6,[illegible]	[illegible]	00		[illegible]		[illegible]	
75. Furnish [illegible] piles	Lin. Ft.	[illegible]		[illegible]	1,016,[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
76. Drive [illegible] piles	Each	[illegible]		[illegible]	6,1[illegible]	00		[illegible]			
Totals											

st Report and Bridge Contractor's [illegible] Page 3 of [illegible] 15

County Clatsop, Oreg., Pacific, Wn. Work done to [illegible] Estimate No. [illegible]

S. 101 FAP [illegible] Special date of completion [illegible]

June 29, 1952 [illegible] Estimated date of completion [illegible] 1953

thorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Current Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
34,000	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
41,600	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
6,528	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				
25,600	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				
25,000	00	1	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				
[illegible]58,000	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
593,7[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
163,[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
1,162,078	00												
435,000	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				
30,000	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
1,000	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				
20,480	00	[illegible]	[illegible]		[illegible]	[illegible]							
16,120	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
152,740	00	[illegible]	[illegible]		[illegible]	[illegible]							
[illegible],016,400	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				
6,144	00		[illegible]		[illegible]	[illegible]		[illegible]	[illegible]				

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Columbia River Br., Astoria, Ore., Pt. Ellice, Wn. .... Co. Clatsop, [illegible] Wn. ..... W

Kind of work [illegible] .... Highway U. S. 101 .... FAP No. U [illegible] 1(14)

Contractor [illegible] .... Date of award June 20, 1962 .... Work begun [illegible] .... Est

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed to
				Quantity	Amount		Quantity	Amount		Quantity
77, Drive Timber piles	Only	40	00	243	9,[illegible]	00	[illegible]	2,[illegible]	[illegible]	[illegible]
78, Drive treated timber piling	[illegible]	40	00	753	30,320	00	[illegible]	[illegible]	[illegible]	[illegible]
79, Drive steel piles	Only	[illegible]	00	1,056	105,600	00	1,[illegible]	[illegible]	[illegible]	1,[illegible]
80, Splice Steel piles	Only	[illegible]	00	250	[illegible]	00	[illegible]	[illegible]	[illegible]	10
81, Seal Concrete	Cu. yds.	30	00	11,000	330,000	00	13,[illegible]	[illegible]	[illegible]	[illegible]
82, Class "A" Concrete	Cu. yds.	75	00	17,000	1,275,000	00	[illegible]	[illegible]	[illegible]	[illegible]
83, Metal reinforcement	Lbs.		15	2,500,000	375,000	00	[illegible]	[illegible]	[illegible]	[illegible]
84, Structural steel	All Required				[illegible]	00	[illegible]	[illegible]		[illegible]
85, Treated timber in place	M.B.M.	[illegible]	[illegible]	470	[illegible]	00	[illegible]	[illegible]		[illegible]
Total amount of bid, Schedule V					4,053,[illegible]	[illegible]				
[illegible]	[illegible]				—		[illegible]	[illegible]	[illegible]	[illegible]
SCHEDULE VI ([illegible] 172 THROUGH 173 [illegible] 172-173 AND 174)										
86, Shoring, cribbing, etc.	All Required		1		5,[illegible]	00	[illegible]	[illegible]		11
87, Structural excavation	Cu. yds.	3	00	1,800	5,400	00	1,[illegible]	[illegible]		1,[illegible]
88, Str. Exc. below elev. [illegible]	Cu. yds.	[illegible]	00	100	[illegible]	00	[illegible]	—		[illegible]
89, Furnish [illegible] steel piling	Lin. ft.	[illegible]	50	6,705	25,[illegible]	00	6,[illegible]	[illegible]		6,[illegible]
90, Drive Steel piles	Only	[illegible]	00	24	6,[illegible]	00		[illegible]		[illegible]
91, Splice steel piles	Only	[illegible]	00	20	[illegible]	00	[illegible]	[illegible]		[illegible]
92, Class "A" Concrete	Cu. yds.	60	00	[illegible]	[illegible]	00	[illegible]			[illegible]
93, Metal reinforcement	Lbs.		15	[illegible]	[illegible]	00	[illegible]			[illegible]
94, Metal [illegible] railing	Lin. ft.	20	00	[illegible]	16,400	00	[illegible]			[illegible]
Total amount of bid, Schedule VI					[illegible]	[illegible]				
Totals										

...t Report and Bridge Contractor's [illegible]

Page 4 [illegible]

...S... [illegible] ... F.A.P. No. [illegible]

... June 29, 1962 ... Work begun [illegible]

... No. 15

... No. 6124

... 4-27-73

...thorization	Estimate Corrected to Date		Completed to Date		Previous Estimate		Present Estimate	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
9,000 00	[illegible]	9,[illegible]		[illegible]	[illegible]			[illegible]
20,330 00	[illegible]	[illegible]	[illegible]				[illegible]	
105,600 00	1,5[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
5,000 00	[illegible]		[illegible]				13	[illegible]
330,000 00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
275,000 00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
375,000 00	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		
50,000 00	[illegible]	[illegible]				[illegible]		
65,040 00		[illegible]						
053,760 00								
—	[illegible]	[illegible]	[illegible]	[illegible]				[illegible]
MID [illegible]								
5,[illegible] 00	13	[illegible]	[illegible]	[illegible]				
5,400 00	[illegible]		[illegible]				[illegible]	[illegible]
[illegible] 00	[illegible]							
25,[illegible] 00	[illegible]	[illegible]	[illegible]					
6,[illegible] 00								
[illegible] 00		[illegible]						
[illegible] 00	[illegible]		[illegible]				[illegible]	[illegible]
[illegible] 00	[illegible]	[illegible]						
16,400 00	[illegible]		[illegible]					
458,8[illegible]0 00								

[illegible] Monthly Cost Report and Bridge Contractor's E

[illegible] 1962

Work begun [illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] to Date	[illegible]
Item	[illegible]	[illegible]	Quantity	Amount	Quantity	Amount	Quantity
Total Contract Amount				7,[illegible],033.00		[illegible]	
Contingencies				3[illegible],[illegible]18.[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]	—	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	—	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	—	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]			—	[illegible]		
[illegible]		[illegible]			[illegible]	[illegible]	
[illegible]							
[illegible]	[illegible]			—	[illegible]	[illegible]	[illegible]
[illegible]				—		[illegible]	
[illegible]				—		[illegible]	
[illegible]				—		[illegible]	
[illegible]				—			[illegible]

[illegible] Road and Bridge Contractor's Schedule Page 5 of 11

June 30, 1962

[illegible]		[illegible]	[illegible]		[illegible]		[illegible]		[illegible]	
Amount		Quantity	Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount
368,033	00		[illegible]			[illegible]		[illegible]		[illegible]
374,918	00	[illegible]								
—		11	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	—
—		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
—		[illegible]	[illegible]		[illegible]	[illegible]			[illegible]	
—		[illegible]			[illegible]					—
—		[illegible]	[illegible]		[illegible]	[illegible]				—
—		[illegible]			[illegible]		[illegible]			
—		[illegible]			[illegible]		[illegible]			—
—			[illegible]			[illegible]		[illegible]		—
—			[illegible]			[illegible]		[illegible]		[illegible]
—										[illegible]
—						—		—		—

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section [illegible] County [illegible]

Kind of work [illegible] Highway [illegible] FAP No. [illegible]

Contractor [illegible] Date of award [illegible] Work begun [illegible]

Item	Unit	Unit Price		Original Estimate Quantity	Original Estimate Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount		Quantity
[illegible]										
[illegible]	[illegible]	0	[illegible]							[illegible]
[illegible]	[illegible]	0	[illegible]							[illegible]
[illegible]	[illegible]	[illegible]	[illegible]							[illegible]
[illegible]	[illegible]	[illegible]	[illegible]							[illegible]
[illegible]	[illegible]	[illegible]	[illegible]							[illegible]
[illegible]	[illegible]	[illegible]								[illegible]
[illegible]										
[illegible]				[illegible]			[illegible]	[illegible]		[illegible]
[illegible]				[illegible]	[illegible]			[illegible]		[illegible]
[illegible]				[illegible]	—		[illegible]	[illegible]		
[illegible]				[illegible]	—		[illegible]	[illegible]		[illegible]
[illegible]					—		[illegible]	[illegible]		[illegible]
[illegible]				[illegible]	—		[illegible]	[illegible]		[illegible]
[illegible]								[illegible]		
[illegible]								[illegible]		
[illegible]								[illegible]		
Total										
Totals										

Retained @ ......%

Total Payments

(a)

(b)

Correct

Appro

Report and Bridge Contractor's Estimate

County

F A P No.

Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Amount Retained @ %

Total Payments

(b)

Correct ...., Engineer

Approved ...., Division Engineer

4-13-64

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia River Bridge, Astoria, Ore.-Pt. Ellice, Wn. County Clatsop, Ore.-Pacific, Wn.

Kind of work Substructure for Steel Spans Highway U. S. 101 FAP No. U-F-003-1(14)

Contractor DeLong Corporation Date of award June 29, 1962 Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performe
				Quantity	Amount		Quantity	Amount		Quantity
SCHEDULE IA (PIER 5, ALT. A)										
1. Shoring, cribbing, etc.	All Required				100	00	None	--		None
2. Structural Excavation	Cu.Yd.	15	00	300	4,500	00	220	3,300	00	220
3. Str.Ex.below elev. shown	Cu.Yd.	30	00	20	600	00	None	--		None
4. Tremie Concrete	Cu.Yd.	50	00	580	29,000	00	None	--		None
5. Class "A" Concrete	Cu.Yd.	157	50	520	81,900	00	None	--		None
6. Metal Reinforcement	Lbs.		16	50,000	8,000	00	25,858	4,137	28	25,858
Total Amount of Bid, Schedule IA					124,100	00				
SCHEDULE IB (PIER 5, ALT. B)										
(BID Items 5-12, incl., omitted)										
SCHEDULE IIA (PIERS 6 THROUGH 12, ALT. A)										
13. Shoring, cribbing etc.	All Required				100	00	None	--		None
14. Structural Excavation	Cu.Yd.	1	00	11,000	11,000	00	1,174	1,174	00	1,174
15. Str.Exc.below elev. shown	Cu.Yd.	1	00	600	600	00	None	--		None
16. Furnish 14" prestr. piling	Lin.Ft.	5	00	50,900	254,500	00	44,050	220,250	00	44,050
17. Drive prestressed piles	Only	48	00	1,018	48,864	00	881	42,288	00	881
18. Tremie Concrete	Cu.Yd.	30	00	13,000	390,000	00	None	--		None

Final

Page 1 of 7

Cost Report and Bridge Contractor's Estimate

ce, Wn. County Clatsop, Ore.-Pacific, Wn. Work done to 4-13-64 Estimate No.

U. S. 101 FAP No. U-F-003-1(14) Specified date of completion Contract Contract No. 6124

ward June 29, 1962 Work begun 11-5-62 Estimated date of completion Terminated Job prefix 4-1803

	Authorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
	100	00	None	--		None	--		None	--		None	--	
0	4,500	00	220	3,300	00	220	3,300	00	None	--		220	3,300	00
20	600	00	None	--		None	--		None	--		None	--	
0	29,000	00	None	--		None	--		None	--		None	--	
20	81,900	00	None	--		None	--		None	--		None	--	
00	8,000	00	25,858	4,137	28	25,858	4,137	28	None	--		25,858	4,137	28
	124,100	00												
	100	00	None	--		None	--		None	--		None	--	
00	11,000	00	1,174	1,174	00	1,174	1,174	00	8,151	8,151	00	-6,977	-6,977	00
00	600	00	None	--		None	--		None	--		None	--	
00	254,500	00	44,050	220,250	00	44,050	220,250	00	44,100	220,500	00	-50	-250	00
018	48,864	00	881	42,288	00	881	42,288	00	882	42,336	00	-1	-48	00
000	390,000	00	None	--		None	--		None	--		None	--	

Work actually done by the [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia River Bridge, Astoria, Ore.-Pt. Ellice, Wn. County Clatsop, Ore.-Pacific Wn.
Kind of work Substructure for Steel Spans Highway U. S. 101 FAP No. U-F-003-1(14)
Contractor DeLong Corporation Date of award June 29, 1962 Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount		Performed Quantity
19. Class "A" Concrete	Cu.Yd.	118	75	5,400	641,250	00	None	--		None
20. Metal Reinforcement	Lbs.		16	800,000	128,000	00	None	--		None
Total Amount of Bid, Schedule IIA					1,474,314	00				
SCHEDULE IIB, (PIERS 6 THROUGH 12, ALT. B)										
(Bid Items 21-28, incl., omitted)										
SCHEDULE IIIA, (PIERS 13 THROUGH 20, ALT. A)										
29. Shoring, cribbing, etc.	All Required				100	00	24.4%	24	40	24.4%
30. Structural Excavation	Cu.Yd.	1	00	5,000	5,000	00	1,531	1,531	00	1,531
31. Str.Exc.below Elev. shown	Cu.Yd.	1	00	300	300	00	None	--		None
32. Furnish 14" prestr. piling	Lin.Ft.	5	00	14,700	73,500	00	14,700	73,500	00	14,700
33. Drive prestressed piles	Only	48	00	294	14,112	00	294	14,112	00	294
34. Load Test prestr. pile	Only	25,000	00	1	25,000	00	1	25,000	00	1
35. Tremie Concrete	Cu.Yd.	30	00	3,700	111,000	00	None	--		None
36. Class "A" Concrete	Cu.Yd.	118	75	2,300	273,125	00	361	42,868	75	361
37. Metal Reinforcement	Lbs.		16	580,000	92,800	00	233,451	37,352	16	233,451
Total Amount of Bid, Schedule IIIA					594,937	00				

[illegible]

Final

Cost Report and Bridge Contractor's Estimate

Page 2 of 7

llice, Wn. County Clatsop, Ore.-Pacific Wn. Work done to 4-13-64 Estimate No.
ay U. S. 101 FAP No. U-F-003-1(14) Specified date of completion Contract Contract No. 6124
ward June 29, 1962 Work begun 11-5-62 Estimated date of completion Terminated Job prefix 4-1803

nal Authorization			Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
ty	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
00	641,250	00	None	--		None	--		None	--		None	--	
000	128,000	00	None	--		None	--		None	--		None	--	
	1,474,314	00												
	100	00	24.4%	24	40	24.4%	24	40	None	--		24.4%	24	40
00	5,000	00	1,531	1,531	00	1,531	1,531	00	6,081	6,081	00	-4,550	-4,550	00
00	300	00	None	--		None	--		None	--		None	--	
00	73,500	00	14,700	73,500	00	14,700	73,500	00	13,050	62,250	00	1,650	8,250	00
94	14,112	00	294	14,112	00	294	14,112	00	261	12,528	00	33	1,584	00
1	25,000	00	1	25,000	00	1	25,000	00	1	25,000	00	None	--	
00	111,000	00	None	--		None	--		None	--		None	--	
00	273,125	00	361	42,868	75	361	42,868	75	360	42,750	00	1	118	75
00	92,800	00	233,451	37,352	16	233,451	37,352	16	147,600	23,616	00	85,851	13,736	16
	594,937	00												

Work actually done by DeLong

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia River Bridge, Astoria, Ore.-Pt. Ellice Wn.
County Clatsop, Ore.-Pacific, Wn.
Kind of work Substructure for Steel Spans
Highway U. S. 101
FAP No. U-F-003-1(14)
Contractor DeLong Corporation
Date of award June 29, 1962
Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed
				Quantity	Amount		Quantity	Amount		Quantity
SCHEDULE IIIB, (PIERS 13 THROUGH 20, ALT. B)										
(Bid Items 38-46, incl., omitted)										
SCHEDULE IVA, (PIERS 160 THROUGH 167, ALT. A)										
47. Shoring, cribbing, etc.	All Required				100	00	100%	100	00	100%
48. Structural Excavation	Cu.Yds	1	00	9,000	9,000	00	10,605	10,605	00	10,605
49. Str.Exc. below Elev. shown	Cu.Yd.	1	00	500	500	00	None	--		None
50. Furnish 14" prestr. piling	Lin.ft	5	00	6,800	34,000	00	7,120	35,600	00	7,120
51. Furnish Timber Piling	Lin.Ft	1	00	41,600	41,600	00	41,797	41,797	00	41,797
52. Drive prestressed piles	Only	48	00	136	6,528	00	139	6,672	00	139
53. Drive Timber Piles	Only	40	00	640	25,600	00	643	25,720	00	643
54. Load Test Timber Piles	Only	25,000	00	1	25,000	00	1	25,000	00	1
55. Tremie Concrete	Cu.Yd.	30	00	8,600	258,000	00	8,147.9	244,437	00	8,147.9
56. Class "A" Concrete	Cu.Yd.	118	75	5,000	593,750	00	4,675	555,156	25	4,675
57. Metal Reinforcement	Lbs.		16	1,050,000	168,000	00	953,387	152,541	92	953,387
Total Amount of Bid, Schedule IVA					1,162,078	00				
SCHEDULE IVB (PIERS 160 THROUGH 167, ALT. B)										
(Bid Items 58-68, incl., omitted)										

Final

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ost Report and Bridge Contractor's Estimate

ce Wh. County Clatsop, Ore.-Pacific, Wn. Work done to 4-13-64 Estimate No.

U. S. 101 FAP No. U-F-003-1(14) Specified date of completion Contract Contract No. 6124

rd June 29, 1962 Work begun 11-5-62 Estimated date of completion Terminated Job prefix 4-1803

Authorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
100	00	100%	100	00	100%	100	00	None	--		100%	100	00
9,000	00	10,605	10,605	00	10,605	10,605	00	9,926	9,926	00	679	679	00
500	00	None	--		None	--		None	--		None	--	
34,000	00	7,120	35,600	00	7,120	35,600	00	7,122	35,610	00	-2	-10	00
41,600	00	41,797	41,797	00	41,797	41,797	00	41,795	41,795	00	2	2	00
6,528	00	139	6,672	00	139	6,672	00	139	6,672	00	None	00	
25,600	00	643	25,720	00	643	25,720	00	643	25,720	00	None	--	
25,000	00	1	25,000	00	1	25,000	00	1	25,000	00	None	--	
258,000	00	8,147.9	244,437	00	8,147.9	244,437	00	7,911	237,330	00	236.9	7,107	00
593,750	00	4,675	555,156	25	4,675	555,156	25	3,204	380,475	00	1,471	174,681	25
168,000	00	953,387	152,541	92	953,387	152,541	92	592,600	94,816	00	360,787	57,725	92
1,162,078	00												

Work actually done by DeLong

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia RiverBridge, Astoria, Ore.-Pt. Ellice, Wn. County Clatsop, Ore.-Pacific, Wn.

Kind of work Substructures for Steel Spans Highway U. S. 101 FAP No. U-F-003-1(14)

Contractor DeLong Corporation Date of award June 29, 1962 Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performe
				Quantity	Amount		Quantity	Amount		Quantity
SCHEDULE V (PIERS 168 THROUGH 171)										
69. Shoring, cribbing, etc.	All Required				435,000	00	70.6%	307,110	00	70.6%
70. Structural Excavation	Cu.Yd.	1	00	20,000	20,000	00	15,381	15,381	00	15,381
71. Str.Exc.Below Elev. shown	Cu.Yd.	1	00	1,000	1,000	00	1,475	1,475	00	1,475
72. Furnish 14" prestr. piling	Lin.Ft.	5	00	4,096	20,480	00	4,101	20,505	00	4,101
73. Furnish Timber Piling	Lin.Ft.	1	00	16,120	16,120	00	16,120	16,120	00	16,120
74. Furnish Tr. Timber Piling	Lin.Ft.	2	00	76,370	152,740	00	None	--		None
75. Furnish 14BP73 Stl. Piling	Lin.Ft.	7	00	145,200	1,016,400	00	115,713	809,991	00	115,713
76. Drive Prestressed Piles	Only	48	00	128	6,144	00	128	6,144	00	128
77. Drive Timber Piles	Only	40	00	248	9,920	00	248	9,920	00	248
78. Drive Tr. Timber Piling	Only	40	00	758	30,320	00	None	--		None
79. Drive Steel Piles	Only	100	00	1,056	105,600	00	1,055	105,500	00	1,055
80. Splice Steel Piles	Only	20	00	250	5,000	00	7	140	00	7
81. Seal Concrete	Cu.Yd.	30	00	11,000	330,000	00	3,983	119,490	00	3,983
82. Class "A" Concrete	Cu.Yd.	75	00	17,000	1,275,000	00	7,418	556,350	00	7,418
83. Metal Reinforcement	Lbs.		15	2,500,000	375,000	00	1,104,853	165,727	95	1,104,853
84. Structural Steel	All Required				50,000	00	61.14%	30,570	00	61.14%
85. Treated Timber in place	M-FBM	466	00	440	205,040	00	None	--		None
Total Amount of Bid, Schedule V					4,053,764	00				

k actually done by [illegible]

Final

Cost Report and Bridge Contractor's Estimate

Page 4 of 7

ice, Wn. **County** Clatsop, Ore.-Pacific, Wn. **Work done to** 4-13-64 **Estimate No.**
U. S. 101 **FAP No.** U-F-003-1(14) **Specified date of completion** Contract **Contract No.** 6124
ward June 29, 1962 **Work begun** 11-5-62 **Estimated date of completion** Terminated **Job prefix** 4-1803

Authorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
435,000	00	70.6%	307,110	00	70.6%	307,110	00	80.4%	349,740	00	-9.3	-42,630	00
20,000	00	15,381	15,381	00	15,381	15,381	00	16,650	16,650	00	-1,269	-1,269	00
1,000	00	1,475	1,475	00	1,475	1,475	00	1,371	1,371	00	104	104	00
20,480	00	4,101	20,505	00	4,101	20,505	00	4,096	20,480	00	5	25	00
16,120	00	16,120	16,120	00	16,120	16,120	00	18,664	18,664	00	-2,544	-2,544	00
152,740	00	None	--		None	--		None	--		None	--	
1,016,400	00	115,713	809,991	00	115,713	809,991	00	115,788	810,516	00	-75	-525	00
6,144	00	128	6,144	00	128	6,144	00	128	6,144	00	None	--	
9,920	00	248	9,920	00	248	9,920	00	168	6,720	00	80	3,200	00
30,320	00	None	--		None	--		None	--		None	--	
105,600	00	1,055	105,500	00	1,055	105,500	00	1,055	105,500	00	None	--	
5,000	00	7	140	00	7	140	00	None	--		7	140	00
330,000	00	3,983	119,490	00	3,983	119,490	00	3,982	119,460	00	1	30	00
1,275,000	00	7,418	556,350	00	7,418	556,350	00	7,441	558,075	00	-23	-1,725	00
375,000	00	1,104,853	165,727	95	1,104,853	165,727	95	1,105,200	165,780	00	-347	-52	05
50,000	00	61.14%	30,570	00	61.14%	30,570	00	41%	20,500	00	20.14	10,070	00
205,040	00	None	--		None	--		None	--		None	--	
,053,764	00												

Work actually done by [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia River Bridge, Astoria, Ore.-Pt. Ellice, Wn. County Clatsop, Ore.-Pacific, Wn.
Kind of work Substructure for Steel Spans Highway U. S. 101 FAP No. U-F-003-1(14)
Contractor DeLong Corporation Date of award June 29, 1962 Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed
				Quantity	Amount		Quantity	Amount		Quantity
SCHEDULE VI (PIERS 172 THROUGH 175, AND SPANS 172, 173 and 174)										
86. Shoring, cribbing, etc.	All Required				5,000	00	All	5,000	00	All
87. Structural Excavation	Cu.Yd.	3	00	1,800	5,400	00	1,941	5,823	00	1,941
88. Str.Exc.Below Elev. shown	Cu.Yd.	3	00	100	300	00	None	--		None
89. Furnish 10BP42 Stl. Piling	Lin.Ft.	4	00	6,405	25,620	00	6,405	25,620	00	6,405
90. Drive Steel Piles	Only	30	00	224	6,720	00	224	6,720	00	224
91. Splice Steel Piles	Only	20	00	20	400	00	70	1,400	00	70
92. Class "A" Concrete	Cu.Yd.	60	00	4,400	264,000	00	4,153	249,180	00	4,153
93. Metal Reinforcement	Lbs.		15	900,000	135,000	00	882,130	132,319	50	882,130
94. Metal Parapet Railing	Lin.Ft.	20	00	820	16,400	00	814.4	16,288	00	814.4
Total Amount of Bid, Schedule VI					458,840	00				
Total Contract Amount					7,868,033	00		4,169,941	21	4
Contingencies					354,308	99		None		
P.A. #1, Portable Office	All	483	00				100%	483	00	100%
P.A. #2, Retaining Wall	All	742	00				100%	742	00	100%
P.A. #3, Cement Adjustment	bbl.	4	00				-1710.9	-6,843	60	-1710.9
P.A. #4, Additional Conduit	All	423	00				50%	211	50	50%
P.A. #5, Furnish Steel Pile	Lin.Ft.	7	00				6,551	45,857	00	6,551

Final

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st Report and Bridge Contractor's Estimate

e, Wn. County Clatsop, Ore.-Pacific, Wn. Work done to 4-13-64 Estimate No.

U. S. 101 FAP No. U-F-003-1(14) Specified date of completion Contract Contract No. 6124

June 29, 1962 Work begun 11-5-62 Estimated date of completion Terminated Job prefix 4-1803

uthorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
d 174)													
5,000	00	All	5,000	00	All	5,000	00	All	5,000	00	None	--	
5,400	00	1,941	5,823	00	1,941	5,823	00	1,996	5,988	00	-55	-165	00
300	00	None	--		None	--		None	--		None	--	
25,620	00	6,405	25,620	00	6,405	25,620	00	6,405	25,620	00	None	--	
6,720	00	224	6,720	00	224	6,720	00	224	6,720	00	None	--	
400	00	70	1,400	00	70	1,400	00	70	1,400	00	None	--	
264,000	00	4,153	249,180	00	4,153	249,180	00	4,154	249,240	00	-1	-60	00
135,000	00	882,130	132,319	50	882,130	132,319	50	878,841	131,826	15	3,289	493	35
16,400	00	814.4	16,288	00	814.4	16,288	00	None	--		814.4	16,288	00
458,840	00												
7,868,033	00		4,169,941	21		4,169,941	21		3,928,950	15		-240,991	06
354,303	99		None			None			None			None	
		100%	483	00	100%	483	00	100%	483	00		None	
		100%	742	00	100%	742	00	None	--		100%	742	00
		-1710.9	-6,843	60	-1710.9	-6,843	60	None	--		-1710.9	-6,843	60
		50%	211	50	50%	211	50	50%	211	50	None	--	
		6,551	45,857	00	6,551	45,857	00	None	--		6,551	45,857	00

Work actually done by Dec

OR ON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor'

Section Columbia River Bridge, Astoria, Ore.-Pt. Ellice, Wn. County Clatsop, Ore.-Pacific, Wn.
Kind of work Substructure for Steel Spans Highway U. S. 101 FAP No. U-F-003-1(14
Contractor DeLong Corporation Date of award June 29, 1962 Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Perfor
				Quantity	Amount		Quantity	Amount		Quantity
P.A. #5, Drive Steel Piles	Ea.	100	00				84	8,400	00	84
P.A. #6, Subdrain	All	2338	90				Cancelled			Can
P.A. #7, Protective Shack	All	406	00				100%	406	00	100%
EWO #1, Sub-drain								1,453	75	
EWO #2, Fascines								160,811	99	
EWO #3, Access Holes								168	29	
EWO #4, Drill Platforms								None		
Item 84A, Additional Structural Steel in place	lbs.	0	297				1,696	504	73	1,69
Item 75A. Pile cutoffs not ret.	Lin.Ft.	7	00				-11,516	-80,612	00	-11,51
Liquidated Damages	Day	2000	00				165	-330,000	00	16
Material On Hand:										
Metal Reinforcement	Lbs.	0	072				None	--		Non
Metal Reinforcement	Lbs.	0	080				2,069,504	165,767	27	2,069,
Metal Reinforcement, Cages	Lbs.	0	095				191,331	18,329	51	191,
Structural Steel	Lbs.	0	23				None	--		N
Structural Steel	Lbs.	0	236				72,396	17,136	13	72,
Misc. Metal #1 & 2	All							27,616	54	
Precast conc. shells & caps	All							31,437	24	
Steel Forms	All							113,840	00	

k actually done by [illegible]

Final

Cost Report and Bridge Contractor's Estimate

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ice, Wn. **County** Clatsop, Ore.-Pacific, Wn. **Work done to** 4-13-64 **Estimate No.**

U. S. 101 **FAP No.** U-F-003-1(14) **Specified date of completion** Contract **Contract No.** 6124

ward June 29, 1962 **Work begun** 11-5-62 **Estimated date of completion** Terminated **Job prefix** 4-1803

l Authorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
		84	8,400	00	84	8,400	00	None	--		84	8,400	00
		Cancelled			Cancelled			Cancelled			Cancelled		
		100%	406	00	100%	406	00	100%	406	00	None	--	
			1,453	75		1,453	75		1,453	75	None	--	
			160,811	99		160,811	99		161,896	41		-1,084	42
			168	29		168	29	None	--			168	29
			None			None			None			None	
		1,696	504	73	1,696	504	73	None	--		1,696	504	73
		-11,516	-80,612	00	-11,516	-80,612	00	None	--		-11,516	-80,612	00
		165	-330,000	00	165	-330,000	00	None	--		165	-330,000	00
		None	--		None	--		3,160,759	227,574	65	-3,160,759	-227,574	65
		2,069,504	165,767	27	2,069,504	165,767	27	None	--		2,069,504	165,767	27
		191,331	18,329	51	191,331	18,329	51	None	--		191,331	18,329	51
		None	--		None	--		98,959	22,760	57	-98,959	-22,760	57
		72,396	17,136	13	72,396	17,136	13	None	--		72,396	17,136	13
			27,616	54		27,616	54		25,288	00		2,328	54
			31,437	24		31,437	24	None	--			31,437	24
			113,840	00		113,840	00	None	--			113,840	00

Work actually done by

O ECON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia River Bridge, Astoria, Ore.-Pt. Ellice, Wn. County Clatsop, Ore.-Pacific, Wn.

Kind of work Substructure for Steel Spans Highway U. S. 101 FAP No. U-F-003-1(14)

Contractor DeLong Corporation Date of award June 29, 1962 Work begun 11-5-62

n	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Perfo
			Quantity	Amount	Quantity	Amount	Quantity
X Lifting Spider	All					10,540 00	
X Pier 169 Girder Soffit	All					22,650 00	
X Precast Shell Falsework	All					15,566 00	
Metal Parapet Rail	Lin.Ft	4 68			None	--	None
SUB-TOTALS						4,394,406 56	4.

Required to be turned over to Raymond by DeLong (+)

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Final

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ost Report and Bridge Contractor's Estimate

e, Wn. County Clatsop, Ore.-Pacific, Wn. Work done to 4-13-64 Estimate No.

U. S. 101 FAP No. U-F-003-1(14) Specified date of completion Contract Contract No. 6124

rd June 29, 1962 Work begun 11-5-62 Estimated date of completion Terminated Job prefix 4-1803

uthorization	Estimate Corrected to Date		Performed to Date		Previous Estimate		Present Estimate	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
		10,540 00		10,540 00	None	--		10,540 00
		22,650 00		22,650 00	None	--		22,650 00
		15,566 00		15,566 00	None	--		15,566 00
	None	--	None	--	820	3,837 60	-820	-3,837 60
		4,394,406 56		4,394,406 56		4,372,861 63		21,544 93
(+)								

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FOR FILING
6124

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 10, 1964

SUBJECT: Columbia River Bridge at Astoria
Bridge No. 7949
Contract No. 6124

To: Mr. L. I. Lindas
Chief Counsel
OFFICE

The following is a list of items which should be retained from the De Long Corporation and be made available to the contractor who is to complete the contract:

1. All steel forms for precast piers.
2. All steel forms for precast caps.
3. All steel forms for Pier 169 shafts.
4. All steel forms and supporting steel beams for box girder soffitt of Pier 169
5. Lifting spider attachment to precast shells for precast shell placing operations
6. Structural steel skirts cut for Pier 5 shells to compensate for over excavation.
7. Jigs and bases for fabrication of reinforcing steel cages
8. Pier 169 coffer dams as now in place.

Our special provisions for the readvertised contract will advise the new contractor that the above items are now in the Tongue Point Storage Yard, and will be made available for future construction.

An additional item which bears investigating is the Use Permit held by the De Long Corporation for a portion of the Tongue Point area. As you know there is approximately 3½ million pounds of reinforcing bars as well as considerable other material for which advances for materials on hand have been made the De Long Corporation. These materials are all stored at Tongue Point, and an investigation of De Long's Use Permit should be made and if necessary an application to the GSA for a continuance of this Use Permit in the name of the State of Oregon through its Highway Commission.

Ivan D. Merchant
Bridge Engineer

IDM/mm
cc: Mr. P. M. Stephenson
Mr. Ivan D. Merchant
Mr. C. A. Gardner
Mr. L. L. Wallace

NOTED
P. M. STEPHENSON

RECEIVED
APR 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 13 1964

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

U-F 003-1(14)

6124

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 9, 1964

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Attention: Mr. Roy Tokarud

Dear Sir:

Columbia River Bridge at Astoria
Contract No. 6124
FAP U-F-003-1(14)
Pier No. 170 Seal

By letter of March 11 preliminary material was sent you relative to the coring of the seal at Pier No. 170 of the Columbia River Bridge at Astoria and with a statement of the State's position and reasons for acceptance of the seal.

Since the above submission of material, additional facts have been ascertained which will correct the exhibits sent you previously. These exhibits are a drawing dated March 27, 1964 and now identified as Drawing No. 19701 which is a log of the core hole tests. The second ex-
hibit was a drawing dated February 5 which indicated a study of the pile
loads extending through the seal into the footing and as a second condition
pile loads computed for all piling within one foot of the top of the seal.
Since the above-mentioned submission additional information has been re-
ceived to the effect that additional piling in the outside rows which,
according to the plans, were to be cut off with a 10-foot minimum imbed-
ment in the seal actually extended up on a batter and are encased in the
footing.

Revised computations and pile loads have been made which includes an additional 28 pile in the West footing and 15 additional pile in the East footing. Revised pile loads are shown on the accompanying prints of the drawing dated February 5 under Case 3 and Case 4. Four prints of this drawing are enclosed which are to be substituted for prints of the same date sent you previously.

I am also enclosing four copies of a report to me by our Foundation Engineer after a thorough study of the concrete cores. Also enclosed are two sets of six pictures indicating the cores and equipment used in the coring process.

NOTED
P. M. STEPHENSON

A study of the concrete cores indicates that in general the quality of the concrete remaining in the pier is of a considerably better quality than indicated on Drawing 19701 on the log of the test holes. I believe this is primarily so because of the size core taken as in many instances the size of the coarse aggregate was larger than the inside diameter of the Diamond drill used in coring. The size of the drill as compared to the size of the coarse aggregate would have a tendency to separate the coarse aggregate from the mortar matrix in the coring process. However, in the remaining portions of the seal this aggregate would actually be imbedded in the mortar matrix and be capable of transmitting loads.

The attached material and the above narrative confirms the State's position that the seal at Pier 170 was suitable for use as stated to you in my letter of March 11.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/ma
Enclosure

cc: Mr. P. M. Stephenson
Mr. L. H. Young
Mr. G. H. Maison

RECEIVED
APR 10 1964
[illegible]
STATE HIGHWAY ENGINEER

RECEIVED
APR 10 1964
FOR FILING

Salem, Oregon
April 8, 1964

Mr. Forrest Cooper
State Highway Engineer
OFFICE

On this date, Mr. Pomeroy, Mr. Gerwick, and Mr. Eichstaedt called at the office at 9 a.m. to further discuss the completion of the De Long contract in connection with the Astoria bridge. The meeting was attended by G. S. Paxson, P. M. Stephenson, I. D. Merchant, L. I. Lindas, and myself of the Department and Roy Tokerud of the Bureau of Public Roads.

The proposition submitted by Pomeroy and Gerwick was no different than the one presented on April 6. While they stated that they would be willing to finish the De Long contract at De Long's prices, they stated they would expect to negotiate any price on the shoring and cribbing, which would cover all items of uncertainty. They stated that to provide a definite firm price for completing the work would require approximately two months and they would not undertake such an estimate unless they were assured of being awarded the work.

Pomeroy and Gerwick's proposal was more or less along the lines of a sales talk--that they were thoroughly competent to finish the work and hoped the State would see fit to give them an order to proceed and to negotiate a firm price at a later date. The firm was told that we could do nothing until an answer was received from the De Long bonding company relative to the State's demand that the contract be completed. When an answer is received, the Highway Commission will either have to advertise the remaining work, asking for quotations from a selected group of contractors, or negotiate a contract with a specific contractor. The gentlemen were told that the Commission would in all probability make this decision within the next week.

Since this morning's discussion, Chairman Jackson indicated that through some contact he had with the M-K Company, they had expressed interest in submitting a price for completing the De Long work. Mr. Jackson also indicated he was firmly convinced that the proper procedure would be to ask for quotations from the original bidders, less De Long.

R. L. Porter
Deputy State Highway Engineer

RLP:wm
cc G. S. Paxson P. M. Stephenson
L. I. Lindas I. D. Merchant

LAW OFFICES OF
BLACK & APICELLA
SELLING BUILDING
PORTLAND 5, OREGON
CABLE ADDRESS: BLACAP

HARVEY N. BLACK
JOHN P. APICELLA
RUSSELL M. HELTERLINE
BORDEN F. BECK, JR.
GUY J. RAPPLEYEA
ROBERT C. SHOEMAKER, JR.
PETER B. HIGGINS
DONALD J. MORGAN
RICHARD A. SLY
JACQUES B. NICHOLS

April 7, 1964

Secretary, State Highway Commission
Salem, Oregon

Dear Sir:

In our capacity as attorneys for Glacier Sand and Gravel Co., Pacific Building Materials Division, a subcontractor of De Long Corporation, with respect to the Astoria-Megler Bridge, we hereby request that we be furnished with a copy of the prime contract on said job between De Long Corporation and the Oregon State Highway Commission. This request applies only to the terms and conditions of the contract,and any addenda thereto, and not to the plans and specifications under the contract.

We shall be glad to reimburse you for your charge for providing this copy of said contract, but if the cost will be in excess of $10.00, will you please so advise us before you reply to this request. Assuming the charge for this service will be less than $10.00, we will appreciate very much anything you can do to get this document into our hands as soon as possible.

Very truly yours,
Borden F. Beck Jr.

BFB:jb
cc: Mr. Mel Erland
Glacier Sand and Gravel Co.

Sent 4-9

RECEIVED
APR - 8 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 8 1964

FOR FILING

FORM 2-30 10M 5-62 49909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1964

SUBJECT:

To: MEMO TO FILE

On this date, I contacted Chairman Jackson by telephone relative to the pier contract for the Astoria Bridge. I stated that if the De Long contract was cancelled, the Commission had three apparent courses of action:

1. To readvertise the remaining work.
2. To invite quotations from the original bidders, less De Long.
3. To negotiate a contract with any firm the Department felt was competent.

After due consideration, the Chairman instructed that we ask for quotations from the original bidders, less De Long.

Subsequent to the above-mentioned telephonic conversation, Pomeroy and Gerwick have, by telephone, indicated that they would complete the De Long contract at De Long's unit prices. This may be worthy of consideration, and, after discussing the matter with them on the morning of April 8, the whole problem will again be reconsidered.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper

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1964 D
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 2, 1964

PERSONAL

Mr. A. L. Elliott
Bridge Engineer-Planning
California Division of Highways
P. O. Box 1499
Sacramento 7, California

Dear Mr. Elliott:

Columbia River Bridge at Astoria
Bridge No. 7949
Contract No. 6124

Your letter of March 6 mentions specifications used by your State for pile driving hammers on driving long and heavy steel piling.

For your information the piling at Pier 169 had a driven length of approximately 180 feet and were 14"BP73#. The contractor used a S-14 hammer which has a ram weight of 14,000 pounds which indicates a weight ratio of ram to pile of approximately 1:1. As you know our specifications had a penetration requirement; however, this penetration requirement was relaxed during construction as the State was satisfied that a satisfactory pile bearing was being obtained in the underlying stratas below the compressible overburden. No jetting was required in any pile driving in Pier 169; however, the contractor did have some hammer trouble and if the pile was not kept moving,a large freeze value was obtained in a very short time. There is a possibility that jets were used to break a pile loose for additional driving; however, in the normal driving no jetting was used.

From our pile records I find that the piling in the East footing were driven to an average final bearing of 65 blows per foot and 58 blows per foot in the West footing. This eliminates the 10% piling having the largest blow count and 10% of the piling having the lowest blow count. The 10% of piling having the highest blow count were driven to an average of 163 blows per foot in the East footing and 115 blows per foot in the West footing. I do not have comparable figures for the 10% of piling having the lowest blow count; however, according to the pile records the lowest final blow count for an acceptable pile on the East footing was 25 blows per foot and 21 blows per foot on the West footing. This applies to one pile only.

NOTED
P. M. STEPHENSON

No test loading was done on any piling in Pier 169 and as mentioned above the State was satisfied that the piling were adequate as driven. Any claim that the contractor could have in this pier should result in a rebate to the State on his price per pile for driving.

Your remarks regarding tremie concrete are very interesting, and follow our thinking on this type of construction which is that with proper workmanship, good concrete can be poured under water as well as in the dry.

If there is any material which you were lacking in your studies please advise and I will either send it to you or bring it with me to hand to you at the Phoenix meeting.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/ww

cc: Mr. P. M. Stephenson
Mr. L. I. Lindas

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APR 3 1964
OFFICE OF
[illegible] ENGINEER

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APR 2 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6124

April 1, 1964

Mr. Nathan L. Cohen
Attorney at Law
723 Pittock Block
Portland 5, Oregon

Re: Contract No. 6124

Dear Mr. Cohen:

In compliance with our telephone conversation of March 30, please find enclosed herewith a photo copy of our Performance Bond with the DeLong Corporation under the above-mentioned contract.

You will note on the second page that the bond requires the contractor to pay all just debts incurred in the performance of the contract.

I trust this is the information you needed and, if we can be of further service, please notify me.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks
encl.

cc: Floyd Query
L. I. Lindas

NOTED
FLOYD QUERY

RECEIVED
APR 2 1964
FOR FILING

March 31, 1964

Oregon State Highway Commission

Re: Columbia River Bridge
Astoria, Ore. - Pt. Ellice, Wn.
Substructure for Steel Spans
Contract No. 6124

Gentlemen:

This is to advise that the DeLong Corporation, contractor on the above project, has violated the provisions of the contract in several material respects, and to certify that sufficient cause exists to terminate the employment of said contractor.

The contractor's violations of the provisions of the contract include the following:

1. Substantial abandonment of the project, as shown by the nearly total inactivity of the contractor in recent weeks.
2. Persistent and repeated refusal and failure to supply enough properly skilled workmen for the efficient prosecution of the project.
3. Failure to remove and replace defective work, particularly the defective seal at pier 189.
4. Failure to make prompt payment for all material and labor.
5. Persistent disregard of the instructions of the engineer to proceed with the work.
6. The contractor's inability or unwillingness to proceed with the contract according to its terms, as shown by proclamations in a complaint

filed in the U. S. District Court for the District of Oregon, and elsewhere.

7. Failure to vigorously prosecute the work.

8. Failure to complete Units 1, 2 and 3 of the contract, and obvious inability to complete Unit 4 thereof, by the respective completion dates therefor.

In the event you elect to terminate the contractor's employment and take possession of the premises, it is my recommendation that you exercise the further right to take possession of the materials, tools and appliances found on the premises, to the extent of taking possession of the cofferdam, its component parts and supporting structure, now in place at pier 169.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:km

cc: R. L. Porter
P. M. Stephenson
V. D. Wolfe
L. I. Lindas

RECEIVED
OCT 26 1967

FOR FILING 8-61 49007

U-F-603-1(14)

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
30 March 1964

SUBJECT: Columbia River Bridge at Astoria
Piers
Bridge No. 7949
Contract 6124
Pier 167

To:

Mr. G. S. Paxson
State Highway Building
Salem, Oregon

In accord with our conversation on 3/26/64, I had the theoretical quantity of tremie concrete required inside the pier shells at Pier 167 calculated and compared with the amount actually poured. The volumes include allowance for approximately 4½ feet of over excavation below the bottom of the precast shells and encroachment into this volume by the rock scour protection the Contractor placed outside the shell. The top of the tremie pour was stopped thirteen feet below the top of the shell and the calculated volume includes this.

The theoretical quantity of tremie concrete calculated at 2,444 cubic yards and the quantity actually poured was 2,150 cubic yards. This is a reduction of 12%.

R.W. Ellison
R. W. Ellison
Project Bridge Engineer

RWE:her
cc: I. D. Merchant
R. D. Asburry
E. G. Ricketts

Copy to [illegible]
3 31

NOTED
S. PAXSON

RECEIVED
MAR 31 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Received at 3:50 PM March 12, 1964 Floyd Query
received $12 [illegible] Cash

DEPOSITION SUBPOENA TO TESTIFY OR PRODUCE DOCUMENTS OR THINGS (Revised Oct. 1953) D. C. Form No. 9

United States District Court

FOR THE

DISTRICT OF OREGON

CIVIL ACTION FILE NO. 64-79

DeLONG CORPORATION, a Delaware corporation,
Plaintiff,

vs.

OREGON STATE HIGHWAY COMMISSION, et al

TO FLOYD QUERY, Secretary, Oregon State Highway Commission Building,
Salem, Oregon.

YOU ARE COMMANDED to appear at Room 515 United States Court House, in the city of Portland, Oregon, on the 18th day March, 1964, at 10:00 o'clock A. M. to testify on behalf of Plaintiff

at the taking of a deposition in the above entitled action pending in the United States District Court for the District of Oregon and bring with you[1]

the papers and documents described in attached Schedule "A".

Dated March 12, 1964

GEORGE W. MEAD,
Attorney for Plaintiff
1211 Public Service Building
Address Portland, Oregon

KEITH BURNS, CLERK,
Clerk.

By ______________________
Deputy Clerk.

---

[1] Strike the words "and bring with you" unless the subpoena is to require the production of documents or tangible things, in which case the documents and things should be designated in the blank space provided for that purpose.

RETURN ON SERVICE

Received this subpoena at Salem, Oregon on March 12, 1964 at
and on at
served it on the within named
by delivering a copy to h and tendering to h the fee for one day's attendance and the mileage allowed by law.[2]

Dated:
______________________, 19____

______________________,

By ______________________

Service Fees
Travel ______________ $______________
Services ______________

Total ______________ $

(over)

Subscribed and sworn to before me, a this
day of 19

____

---

[2] Fees and mileage need not be tendered to the witness upon service of a subpoena issued in behalf of the United States

United States District Court

FOR THE

DISTRICT OF OREGON

CIVIL ACTION FILE NO. 64-79

DeLONG CORPORATION, a Delaware corporation,
Plaintiff,

vs.

OREGON STATE HIGHWAY COMMISSION, et al

TO FLOYD QUERY, Secretary, Oregon State Highway Commission Building, Salem, Oregon.

YOU ARE COMMANDED to appear at Room 515 United States Court House, in the city of Portland, Oregon, on the 18th day March, 1964, at 10:00 o'clock A. M. to testify on behalf of Plaintiff

at the taking of a deposition in the above entitled action pending in the United States District Court for the District of Oregon and bring with you[1]

the papers and documents described in attached Schedule "A".

Dated March 12, 1964

GEORGE W. MEAD,
Attorney for Plaintiff
1211 Public Service Building
Address Portland, Oregon

KEITH BURNS, CLERK,
Clerk.

By
Deputy Clerk.

---

[1] Strike the words "and bring with you" unless the subpoena is to require the production of documents or tangible things, in which case the documents and things should be designated in the blank space provided for that purpose.

RETURN ON SERVICE

Received this subpoena at Salem, Oregon on March 12, 1964 at
and on at
served it on the within named
by delivering a copy to h and tendering to h the fee for one day's attendance and the mileage allowed by law.[2]

Dated:

, 19

By

Service Fees
Travel $
Services

Total $

(over)

Subscribed and sworn to before me, a this
day of 19

---

[2] Fees and mileage need not be tendered to the witness upon service of a subpoena issued in behalf of the United States or an officer or agency thereof. 28 USC 1825.

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his deputy.

Modified deposition was taken in Setup office, room 130, Hwy Bldg in Salem at 10:00 AM 3-18-64. Copies of agreements, resolutions & Corresp were furnished.

F. Query

SCHEDULE "A"

1. All agreements, compacts, contracts, correspondence, interoffice memoranda, intraoffice memoranda, or other documents relating in any way to the planning for, construction of, acquisition of land for, future operation of, or otherwise pertaining to a bridge (or bridges) between Astoria, Oregon, and Megler, Washington, across the Columbia River which are in the possession or custody of the Oregon State Highway Commission and are addressed to, or originated with, or otherwise relate or refer to the following persons or entities or any of their officers or employees:

(a) The State of Washington;
(b) The Washington State Highway Commission;
(c) The Washington Department of Highways;
(d) Pacific County, Washington;
(e) The Washington Toll Bridge Authority;
(f) The Judiciary Committee of the House of Representatives, Washington, D.C.;
(g) The Secretary of the Army;
(h) The Army Engineers;
(i) The United States Bureau of Public Roads;
(j) Any other United States agency charged with the administration of Chapter 11 of Title 33, U.S. Code and particularly of Sections 525 to 533 of that Title;
(k) The State Legislature of the State of Oregon;
(l) The State Legislature of the State of Washington;
(m) The Governor of the State of Oregon;
(n) The Governor of the State of Washington;
(o) The State Highway Department of the State of Oregon.

2. All minutes of the State Highway Commission relating in any way to the subject matter of paragraph 1, above.

RECEIVED
MAR 23 1964

FOR FILING

4-F-003-1 (14)

6124

Copy for [illegible]

Sent 3-23-64 ms

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS
ENGINEERS
FOUNDED BY WILLIAM BARCLAY PARSONS IN 1885
165 BROADWAY, NEW YORK 6, N. Y.
TELEPHONE BEEKMAN 3-6300

MAURICE N. QUADE
WALTER S. DOUGLAS
ALFRED HEDEFINE
RUSH F. ZIEGENFELDER
WILLIAM H. BRUCE, JR.
JOHN E EVERSON
ROBERT H. MEADE

CONSULTANTS
JOHN O BICKEL
EUGENE L. MACDONALD

March 18,1964

Mr. R. L. Porter
Deputy State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon.

Dear Mr. Porter:

I have received your letter of March 16, 1964 telling me that it is the thinking of the Highway Department's legal staff that it would be preferable not to ask me to testify on behalf of the State in the pending case of DeLong Corporation vs. The Oregon State Highway Commission. This position is quite understandable to me.

Let me assure you, however, that it would not have placed me in an embarrassing position to have testified in this matter and I would have done so quite willingly.

I am sorry that in this instance I was not able to be of assistance to you and I hope very much that I may do so upon other occasions that may arise in the future.

Yours very truly,

M. N. Quade

MNQ:Y

NOTED
R. L. PORTER

RECEIVED
[illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 20 1964
OREGON
STATE HIGHWAY COMMISSION

BOSTON TRENTON PITTSBURGH BATON ROUGE SAN FRANCISCO HAMILTON, ONTARIO

RECEIVED
MAR 17 1964

FOR FILING

1134

March 16, 1964

AIRMAIL

Mr. M. N. Quade
Parsons, Brinckerhoff, Quade & Douglas
165 Broadway
New York 6, New York

Dear Mr. Quade:

This is a follow-up to our letter of March 9. It is the thinking of this Department's Legal staff that because of your association with the DeLong Corporation on the English Channel team, it would not be fair to ask you to testify on behalf of the State in the pending case of DeLong Corporation vs. Oregon State Highway Commission.

We appreciate your expression of willingness to accept the assignment but in view of all the factors involved, the Department would not want to do anything that might place you in an embarrassing situation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. G. S. Paxson

March 6, 1964

AIRMAIL

Mr. G. S. Paxson
c/o Dr. Hayes Desert Palms Guest Ranch
Post Office Box 248
Indio, California 92202

Dear Glenn:

I am enclosing a copy of M. N. Quade's reply to our inquiry as to whether he would accept an assignment as an expert witness for the State in the DeLong case. Would you kindly give me your reaction to the matter?

I do not personally feel that because Mr. Quade's firm is on a team with DeLong this would affect his testimony. However, we do have the problem to consider that should his opinion not be too favorable to our case, and DeLong found out that we had asked him to make an examination of the plans and then did not use him as a witness, it could be very damaging; but, should Mr. Quade find our plans adequate, he should be an extremely valuable witness.

Before proceeding further, we would like your ideas and will appreciate it if you will telephone me collect at your convenience.

Sincerely yours,

R. L. Porter
Deputy State Highway Engineer

RLP:ms
enc.
cc Mr. Forrest Cooper

NOTED
R. L PORTER

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS
ENGINEERS
FOUNDED BY WILLIAM BARCLAY PARSONS IN 1885
165 BROADWAY, NEW YORK 6, N. Y.
TELEPHONE BEEKMAN 3-6300

MAURICE N. QUADE
WALTER S. DOUGLAS
ALFRED HEDEFINE
RUSH F. ZIEGENFELDER
WILLIAM H. BRUCE, JR.
JOHN E. EVERSON
ROBERT H. MEADE

CONSULTANTS
JOHN O. BICKEL
EUGENE L. MACDONALD

March 5,1964

Mr. R. L. Porter
Deputy State Highway Engineer
State of Oregon Highway Department
Salem 10, Oregon.

Dear Mr. Porter:

I have received your letter of February 27, 1964 asking whether I will accept an assignment to appear as an expert witness for the State in the Federal Court action brought by the DeLong Corporation in connection with their contract for the Columbia River Bridge at Astoria.

I think you should know at the outset that our firm is part of the team that has been assembled to provide a "package job" for the construction of the English Channel Tunnel and that the DeLong Corporation, as well as Raymond International, together with certain English and French engineers and contractors are part of this team. From my point of view, this would not in any way influence my conclusions with respect to the merits of the case or the character of my testimony. However, you and the Department's attorneys should know about this and you may feel that it would not be desirable for me to serve as your witness.

As a matter of fact, in such instances I would say to both parties in the suit that my position must be that I would first ascertain the facts and then testify in accordance with my considered conclusions, letting the chips fall where they will, regardless of whether I helped their side of the case or not. In this instance I would say it to both you and DeLong and I sincerely believe that from your viewpoint you would not want it to be otherwise.

As of now I have commitments during March and April that would have to be observed. I would not be available during the week of March 9th

NOT
R. L PORTER

or on March 23rd and 24th. On April 8th, 9th and 10th I must be in San Diego, California and I would not be available on April 27th. It does not appear that these dates would necessarily interfere with your schedule.

As to fees - our usual fees for services of a Partner are $200 per day for actual appearance in Court, and $150 per day in preparation for the case, including travel time plus out-of-pocket expenses. If it should prove to be necessary to utilize the services of any of our professional staff in the review, or make any investigations, such time would be charged on a basis of payroll cost plus 125%. Should staff work prove to be essential I would, of course, advise you beforehand and obtain your specific approval for it.

In the event that you would wish me to serve despite the circumstances mentioned above, I would appreciate it if you would send me the plans and specifications so that I may review them in advance of the conference with the Department's attorneys.

Yours very truly,

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS

M. N. Quade

MNQ:Y

RECEIVED
MAR 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR - 6 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 28 1964
FOR FILING

6124

February 27, 1964

AIRMAIL

Mr. M. N. Quade
Parsons, Brinckerhoff, Quade & Douglas
165 Broadway
New York 6, New York

Dear Mr. Quade:

The Oregon State Highway Commission has been named as defendant in a Federal Court action brought by the DeLong Corporation in connection with their pier contract on the Columbia River Bridge at Astoria. The DeLong Corporation alleges, among other things, that the State's plans and specifications are defective and that they were misled and otherwise damaged because of them.

In preparing the defense for this case, it is necessary that the State of Oregon secure the services of several expert witnesses and this is to inquire if you will accept an assignment to appear as an expert witness for the State in this case. Principally, you would be expected to testify as to the adequacy of the State's plans and specifications. This assignment would probably require you to be in Oregon for possibly one day for a conference with the State's attorneys sometime in March and for two or three days during the time of the trial, which probably could not be before April.

Will you kindly advise us if you are willing to accept this assignment and if you can, plans and specifications will be forwarded to you and you will be contacted by the Department's Legal Counsel. The State of Oregon, of course, will pay your usual fee and expenses for these services.

An answer to your letter relative to foundation conditions at the Fremont Bridge in Portland is being prepared and should be in your hands in the next day or two.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ma

cc Mr. Forrest Cooper
Mr. P. M. Stephenson

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MAR 17 1964

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[illegible]

Salem, Oregon
March 16, 1964

Astoria Bridge
Mac Silvert

Mr. L. I. Lindas
Chief Counsel
BUILDING

I talked to Art Elliott of the California Highway Department concerning the qualifications of Mac Silvert as a witness for us in the pending suit with the DeLong Corporation. Mr. Elliott says that Silvert is an engineer of very wide experience with deep water foundations and that he has been employed by many contracting organizations to analyze and recommend construction procedures.

Mr. Elliott does not have a very high opinion of him personally but in his opinion, he is well qualified. He has been reemployed on numerous occasions by very respectable contracting organizations, Mr. Elliott particularly mentioned the Raymond Concrete Pile Company.

I attach hereto a print from a page of "Who's Who in Engineering" which is on file in the State Library which gives a limited biography of Mr. Silvert. I note that this shows him as being chief engineer for the Ben C. Gerwick Company. I think this must be rather out-of-date as in your conversation with Ben Gerwick, he did not indicate any such connection.

Mr. Elliott states that Mr. Silvert is a very positive sort of chap and that he has a very high opinion of his own qualifications. Sometimes this is an advantage on the witness stand unless it is carried too far.

G. S. Paxson
Deputy State Highway Engineer
(Retired)

GSP:hlb
Attach.

cc R. L. Porter

em. Montclair Soc. Engrs., N. York. Clubs: Green Mtn., C. onwealth, Dunworkin. Award; amme Medal for 1951, for Electrification.

ER, J. Robinson, Jr., Pres., 255 Fountain St., Akron, O.; pshire Rd.
b. Wayne, Pa., Jan. 8, 1893; d Elizabeth S. (Smith) Silver; Coll., B.S., Indus. Chem., 191 silon; m. Elida A. Ludwig, I., N. Y.; ch.: Richard R. Chf. chem., Keuffel & Es engr., Aetna Explosives C & Wilcox Co., 1916-17; S. A. (Capt.), 1917-19; r., Mill No. 3, supt., Hard Mech. Sales Devel. Div., Chem. Co., 1929 to date. Mem. C. S. Clubs: Portage Country, Akron Chamber of Commerce, Clinic Fndn.

R, Samuel, Prof. of Engrg. ec. Engrg., 121 Cory Hall, U ley, Calif.; res. 2237 Maria Calif.
t; b. Phila., Pa., Feb. 25, olly (Agrin) Silver; ed. : A.B., 1935, M.A., 1937; : Ph.D. in Physics, 1940; Dec., 1938; ch.: Daniel Ben ilver. 1940-41, res. asst. in Univ.; 1941-42, instr., 1942-4 sics, Univ. of Oklahoma; M. I. T. Radiation Lab.; ival Res. Lab.; 1947-50. ngrg., 1950-52, prof. of Elec. date, prof. of Engrg. Berkeley. Editor and author Microwave Antenna Theory n Lab. Tech. Ser. Vol. 12 reports to Inst. of Engrg. Univ. of Calif.; also 7 w, A. Phys. S.; sr. mem. Sigma Xi; Profl. Grp. on ropagation of I. R. E.; chmn. o Waves and Grants) of omm. of the Internatl. 1951-53; delegate-at-lge. to 9th and 10th Gen. As Scientific Radio Union. 3-54.

BERG, Abe, Gen. Mgr., o, Tamps, Mex.; res. Tam ngr.; b. Warsaw, Poland, and Raechel Silverberg; E., 1925; Pi Lambda ; ch.: Myra, Katherine. Iron Co., 1925-27; chem. rp., 1927-29; chf. chem., 1929-38; cons., Houst Am. Wax Refining C rsey City Plant), 1940-41; ., 1941-42; cons. on gas ex., 1942-43; gen. mgr., o, S. A., 1943—. Inven t to prod. dry ice from as well as crude oil; t. Pres., Hielo Gas, S. A. Consolidades; also pres. Mercantiles, S. A. Mex E.; A. S. R. E. Clubs: University Club, Mex. x. City).

MAN, Alexander, Cons. Pa.; res. 1514 Denniston Cons. on Glass; b. Pittsburgh

Philip and Hannah (Schamberg) U. of Pittsburgh, Ph.B., M.S., Cornell, A.B., Alfred, Hon. Sc.D.; Lambda Upsilon (Nat. Hon. Delta Kappa, Pi Lambda Phi Chem.); m. Pittsburgh, Pa., Dec. Reizenstein. Chem., Macbeth- 1902-04; teacher, Dept. Chem., 1905-51, prof. emeritus 1951 Selective Experiments in Gen. A. L. Robinson). Pats.: Il- microscopes; Impvts. in Record- method of making catalysts; spl. Award of Pittsburgh Sect. Soc. for "outstanding svc. to Chem. edn. and for disting. indus. chem. and the ceramic in- A. I. C. (Hon.), Am. Cer. Am. Inst. Cer. Engrs., A. A. A. C. S., Pa. Acad. Sci., Pa. Cer. Glass Tech. of Engrg. (Fellow), Ges. Reg. Profl. Engr. Clubs: (Pittsburgh), Cosmos (Wash.,

Daniel, Exploration Research Dir. Exploration Div., of the Research Oil & Gas Co., P. O. Box Okla.; res. 3638 So. Wheeling,

P. Q., Can., June 24, 1905; Silverman; ed. Univ. Calif., (with highest hons.), 1927; Heller 1929-30; M. I. T., M.S., 1929; physics and elec. engrg.; m. Y., Sept. 27, 1936, Mollie Siegel; Janet Carol. Research engr., Research Lab., Pitts., Pa., 1930- devel. engr., Arma Engrg. Co., Y., 1934-36; asst. prof., M. E., 37; supvr. in chg., Geophysics Oil and Gas Co., Tulsa, Okla., Holds 50 pats. and additional rectifiers, circuits, gaseous con- and geophysical and petr. engrg. Author of several pa- geophysical subjects. Mem.: A. E., A. S. A., Optical Soc. Am., Geophy. Union, A. A. P. G., physicists, Seis. Soc. Am., Phi Xi, Tau Beta Pi, Eta Kappa

Leslie, Asso. Prof. of Indus. Hy- Univ. Sch. of Pub. Health, 55 Boston, Mass.; res. County St.,

Engr.; b. Chicago, Ill., Apr. and Kate Silverman; ed. B.S. in M. E. (high hons.), 1936; M.S. in M. E., 1938; Harvard Sanitary Engrg. and Indus. Hyg.), Hygiene, (special field-indus. Tau Beta Pi; Sigma Tau; Mu Epsilon; Phi Epsilon Pi; Riffin; ch.: Hugh Jerald, Grad. asst. in Mech. Engrg., Rutgers Univ., 1936-37; Gor- Harvard Univ., Grad. Sch. of Research F., 1938-39; instr. in Harvard Univ. Sch. of Pub. research assoc. in Indus. Hy- assoc. in Indus. Hygiene, Har- Health, and Grad. Sch. of asst. prof. of Indus. Hygiene, of Indus. Hygiene, 1948 to S. and Brit. Pats., Portable Flowmeter, Airflow Recorder, Certificate of Commendation Lincoln Arc Welding Fndn. Army-Navy Cert., 1947. Mem. Nat. Research Council Com. on San. Engrg. & Environment, 1951 to date. Author: Industrial Air Sampling and Analysis, 1947; Handbook on Air Cleaning, 1952; 105 Publns. on Indus. Hyg. Mem.: A. S. M. E.; A. A. A. S.; Am. Indus. Hygiene Assn. (sec. N. E. Sect.); A. S. H. E.; Sigma Xi; Delta Omega Pub. Health); Alumni Assn., Univ. of Ill.; Alumni Assn., Harvard Univ.

SILVERMAN, Mortimer, Cons. Engr., 313 Summit Ave., Brookline 46, Mass.
Engr.; b. Pittsburgh, Pa., April 4, 1877; s. Samuel H. and Sarah (Weiler) Silverman; ed. Public Schs. of Pittsburgh, Western U. of Pa., Mass. Inst. of Tech., S.B. in E. E.; m. [illegible] Schloss, Nov. 28, 1907, Boston, Mass. (deceased); ch.: Mortimer, Jr., [illegible] [illegible] Test Dept., Gen. Elec. Co., Schenectady, 1900-02; elec. engr., Pittsburgh Rys. Co., 1902-06; West. N. Y. & Pa. Tract. Co., Olean, N. Y. Elec. Engr., 1906-11; Elec. engr., Ft. Dodge, Des Moines and Southern Rwy., Boone, Ia.; Cent. Iowa Lt. & Pr. Co., Ft. Dodge, Ia., Gen. Mgr., 1911-14; mem. and [illegible] mgr., Kimball McKinney syndicate, 1914-16; gen. mgr., Internatl. Clay Machinery Co., Dayton, Ohio, 1916-19; cons. engr., Eastern Mass. St. Ry. Co., Boston, Mass., 1919-21; engr., Comm. on Admin. and Finance, Commonwealth of Mass., 1921-24; Asst. to Pres., Boston and Maine R. R., 1924-29; Chief Engr. & Asst. to Pres., United Merchants & Mfrs. Mgmt. Corp., N. Y. City, 1929-33; Cons. Engr. in pvt. practice, 1933 to date; mem.: Am. Inst. of Elec. Engrs., Am. Soc. of Mech. Engrs., New Eng. St. Ry. Club, New Eng. Ry. Club, Affiliated Engrs. of Boston, Boston City Club, Am. Ry. Assn.; Rep.; Jewish.

SILVERMAN, William B., Chf., Ceramic Res., Owens-Illinois Glass Co., Toledo, Ohio; res. 3337 Douglas Rd., Toledo, O.
Glass Tech.; b. Portland, Me., Oct. 31, 1911; s. Nathan and Elizabeth Silverman; ed. pub. schs., Portland, Me.; Univ. of Ill., B.S. and M.S.; m. Barbara [illegible], July 4, 1952. Gen. Engrg. Dept., Owens-Illinois Glass Co., 1936; Res. Labs., 19[illegible]; hd. of Glass Research, 1939; Industl. Specialist, War Prod. Bd., 1942; chf., Ceramic Res., Owens-Illinois Glass Co., 1942 to date. Proc. to benefit glass making raw matls. Author of num. arts. in glass fld. Mem.: A. Cer. S.; Soc. of Glass Tech.; A. I. Cer. E.; Keramos; Sigma Xi.

SILVERT, Mac, Chief Engr., Ben C. Gerwick, Inc., 112 Market St., San Francisco, Calif.; res. 1845 Franklin St., San Francisco, Calif.
Constrn. Engr.; b. Winnipeg, Manitoba, Can., Jan. 9, 1906; s. [illegible] and Mary Silvert; ed. Armour Inst. of Tech., Chicago; Univ. of Calif. Ext., San Francisco. Constrn. engr. with various engrs. and contractors on gen. and heavy constrn. projects in Mexico and U. S., 1927-36; chief engr., Pacific Bridge Co., San Francisco for deck of Golden Gate Bridge, 1936-37; constrn. engr. with Panama Canal, Morrison-Knudsen, Henry J. Kaiser, and General Constrn. Co. on heavy constrn. projects in Panama, Honolulu and U. S., 1937-42; U. S. Corps of Engrs., World War II, Co. officer, Sr. Aide-de-Camp Commanding Gen., mem. of Engrg. Intell. Team, Aleutian I. and European Theaters, Maj., 1942-45; chief engr., Ben C. Gerwick, Inc., San Francisco, Constrn. of causeways, piers, quay walls, cofferdams, foundations, bridge substructures, outfall sewer, underpinning and gen. waterfront and heavy constrn., 1945 to date. Inv.: slip joint tremie pipe for placing tremie concrete; consolidating soft bottoms for constrn. loads by freezing. Assoc. mem. A. S. C. E.; mem.: S. A. M. E.; A. C. I.; Mechanics' Inst. (San Fran.); Engrs. Club, San

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COMMISSIONERS
ERNEST A. COWELL, CHAIRMAN
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LORENZ GOETZ, SECRETARY
OLYMPIA

[illegible]
6124

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

1889

**WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS**
C. G. PRAHL, DIRECTOR
HIGHWAYS-LICENSES BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 8
6431 SO. CORSON AVE.
NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 227
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 2714 MAYFAIR ST.
NO. 7 SEATTLE 9
509 FAIRVIEW AVE. NO.

March 12, 1964

Mr. R. L. Porter
Deputy State Highway Engineer
State Highway Department
Salem 10, Oregon

Dear Mr. Porter:

Receipt is acknowledged of your letter of March 10th in which you request that Mr. George Stevens be permitted to appear as a witness in the law suit now pending against the State of Oregon and initiated by the De Long Corporation.

It is my understanding that Mr. Stevens has already contacted Mr. Lindas to advise that he will be available for testimony in this case. I hope that his testimony concerning the adequacy of specifications and plans will be helpful to the State of Oregon in providing an equitable verdict in the case now pending.

Very truly yours,

C. G. PRAHL
Director of Highways

W. E. McKibben
By: W. E. McKIBBEN
Assistant Director

CGP:eg
WEM

cc: Mr. Stevens

NOTED
R L PORTER

Copy to [illegible]
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OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON
STATE HIGHWAY COMMISSION

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U-F-003-1(14)

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 11, 1964

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Attention: Mr. Roy Tokerud

Dear Mr. Parsons:

Columbia River Bridge at Astoria
Contract No. 6124
Federal Aid Project No. U-F-003-1(14)
Pier No. 170 - Seal

As a result of the seal pouring operations at Pier No. 169 of the Columbia River Bridge at Astoria, it was decided to instigate a core drilling inspection of Pier No. 170 to determine the adequacy of the seal concrete. At the time Pier No. 170 seals were de-watered and the tops of the seals exposed, it was the project engineer's belief that the seal concrete was sound, based on visual examination and the necessity for using jack hammers for seal cleaning operations prior to the pouring of the first footing lift. On the basis of the above information, the pier was completed to elevation 25. At the time it was decided to instigate a core drilling program, the pier was complete to elevation 25.

Because of the type of pier, the cofferdam, of necessity, had to be removed prior to completing the pier between elevation 4 and elevation 25. The location and core hole records of the drilling are indicated on a Drawing dated February 27, 1964, and titled "Rotary Drill Coring of Footing Seals." Examination of the results of this core drilling indicate that there are laminations in the seal consisting of gravel with little or no cementing material. The drilling also indicates gradation of concrete, from exceptionally strong, durable concrete which would be expected to have a minimum compressive strength of 3,500 PSI, and gradations down to very lean concrete which could be expected to have a compressive strength of 1,500 to 2,000 PSI.

As indicated on the above-mentioned Drawing, six of the drill holes were drilled through the seal outside of the first footing block. Hole No. 13-b and 14 were drilled through the first footing block in the center portion of the seal. The location of the 12 holes, through the seal only, is mentioned because these were around the exterior edge of the seal where a poorer quality of concrete would normally be expected. A study of the core drilling results indicate that at no place in the seal does a horizontal shear plane extend throughout the area of the seal, but that the defects are in the form of gravel lense surrounded by concrete. As a result of the material gathered by the core drilling, additional calculations were made of pile bearings under various loading conditions.

I am enclosing four prints of a Drawing dated February 5, 1964, which indicates computed pile loads for the various loading conditions for those piling which extend through the seal only, and are encased in the first footing block and computed pile loads for various loading conditions for those pile extended through the seal plus the piling in the top one foot of seal. All piling in Pier No. 170 were driven to refusal in shale formations and can be considered as end bearing pile and can be considered capable of carrying the computed loads. The pile loads indicated is the worst condition that could possibly obtain as considerable benefit will be obtained from the piling in the seal, through friction between the pile and the seal concrete, and the enclosed bearing of the pile head on material immediately above the pile head. Also included are four prints each of two letter-size sheets dated January 23, 1964, which indicate the top elevation of all piling in the pier.

Upon the completion of the rotary core drilling and the preparation of the drawing indicating the results of the drilling it was decided that the State would accept the pier as constructed andon February 18, 1964, the American Bridge Company was notified to proceed with the erection of steel on Pier No. 170.

I am enclosing one additional print of the core logs for the rotary drill coring of footing seals dated February 27, 1964, as requested by you.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:jm
Attachments

cc P.M. Stephenson
L.H. Young
C.H. Maison

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MAR 10 1964
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March 10, 1964

Washington State Highway Commission
Department of Highways
Highway - Licenses Building
Olympia, Washington 98501

Attention: G.G. Prahl
Director

Gentlemen:

Columbia River Bridge at Astoria
Pier Contract

As you know, the De Long Corporation have named the Oregon State Highway Commission in a complaint on Pier Contract No. 6124. Among other things the De Long Corporation complaint alleges that the plans and specifications are defective.

In order to refute this statement it is necessary that outside engineers be used during the trial period as expert witnesses to testify to the accuracy of the plans and specifications. It is our desire that Mr. George Stevens, Bridge Engineer for the State of Washington, testify on our behalf in this matter. Expenses for Mr. Stevens during this period will be reimbursed by the Oregon State Highway Department and charged against the construction project.

May I have your permission to use Mr. Stevens in the abovementioned capacity? If it is possible to use Mr. Stevens, it would be appreciated if he could contact Mr. Leonard I. Lindas, Chief Counsel for the Oregon State Highway Department and arrange for a meeting prior to March 19. Mr. Lindas's telephone number is 364-2171, extension 320, with offices on the first floor of the Highway Building in Salem.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

R. L. Porter
Deputy State Highway Engineer

cc Mr. George Stevens
Mr. Forrest Cooper
Mr. P. M. Stephenson
IDM:jm

R. L. Porter

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 9, 1964

NOTED
R. L PORTER

Oregon State Highway Commission

Re: Delong Corporation
vs.
Oregon State Highway Commission

Gentlemen:

I forward you herewith a copy of a "Motion to Dismiss", which I have filed in the United States District Court for Oregon this date. The motion is self-explanatory and we feel that we should prevail in our request.

The motion will automatically come up for argument on March 23rd, and while I doubt that the Court will rule on it from the bench, nevertheless, he could and we should have some information concerning the Court's feeling in the matter, either on the 23rd, or within a week afterwards.

I shall have some recommendations to make to you at the next Commission meeting in connection with the steps we should take in the event the Court rules for us on our motion.

If the Court should fail to sustain us on this motion we have two courses open to us: First, to appeal to the U.S. Circuit Court of Appeals the Judge's failure to rule for us; or, second, to answer over and bring the matter to trial in the United States District Court.

Very truly yours,

L Lindas

L. I. LINDAS
Chief Counsel

RECEIVED
MAR 10 1964
OFFICE OF
[illegible]

LIL:bp
cc: Forrest Cooper
R. L. Porter ✓
P. M. Stephenson
Lloyd Shaw
Tom Edwards
Floyd Query
Ivan Merchant
Robert Y. Thornton

2-1-64

ROBERT Y. THORNTON, Attorney General
Supreme Court Building
Salem, Oregon

LEONARD I. LINDAS, Asst. Attorney General
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

J. ROBERT PATTERSON, Asst. Attorney General
Chief, Trial Section
Oregon State Highway Commission
Salem, Oregon

ALAN H. JOHANSEN, Asst. Attorney General
Staff Attorney
Oregon State Highway Commission
Salem, Oregon

Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

DeLONG CORPORATION, a Delaware corporation,

Plaintiff,

vs.

THE OREGON STATE HIGHWAY COMMISSION, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, in their capacity as Oregon State Highway Commissioners and Individually, FORREST COOPER and IVAN D. MERCHANT,

Defendants.

CIVIL NO. 64-79

MOTION TO DISMISS

Come now the defendants, and each of them, and respectfully move the Court for an Order dismissing the Complaint herein, upon the following grounds: (1) The Court lacks jurisdiction over the subject matter; (2) The Court lacks jurisdiction over the persons of defendants and each of them; (3) The Complaint fails to state a claim upon which relief can be granted.

This Motion is filed under Rule 12(b), Federal Rules of Civil Procedure, and is based upon the points and authorities set forth in the Statement of Points and Authorities served and filed herewith.

ROBERT Y. THORNTON, Attorney General
Supreme Court Building
Salem, Oregon

LEONARD I. LINDAS, Asst. Attorney General
Chief Counsel
Oregon State Highway Department
Salem, Oregon

J. ROBERT PATTERSON, Asst. Attorney General
Chief, Trial Section
Oregon State Highway Department
Salem, Oregon

ALAN H. JOHANSEN, Asst. Attorney General
Staff Attorney
Oregon State Highway Department
Salem, Oregon

By____________________________________
LEONARD I. LINDAS

Of Attorneys for Defendants

ROBERT Y. THORNTON, Attorney General
Supreme Court Building
Salem, Oregon

LEONARD I. LINDAS, Asst. Attorney General
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

J. ROBERT PATTERSON, Asst. Attorney General
Chief, Trial Section
Oregon State Highway Commission
Salem, Oregon

ALAN H. JOHANSEN, Asst. Attorney General
Staff Attorney
Oregon State Highway Commission
Salem, Oregon

Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

DeLONG CORPORATION, a Delaware corporation,

Plaintiff,

vs.

THE OREGON STATE HIGHWAY COMMISSION, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, in their capacity as Oregon State Highway Commissioners and Individually, FORREST COOPER and IVAN D. MERCHANT,

Defendants.

CIVIL NO. 64-79

STATEMENT OF POINTS AND AUTHORITIES

This Statement of Points and Authorities is filed in support of defendants' Motion to Dismiss.

I

A state is not a citizen, within the meaning of the diversity of citizenship provisions of the United States Judicial Code.

28 U.S.C.A. § 1331, 1332
State Highway Commission of Wyoming v. Utah Construction Co., 278 U. S. 194, 49 S. Ct. 104, 73 L. Ed. 262 (1929)
State Highway Commission in Arkansas v. Kansas City Bridge Co. (CCA 8, 1936), 81 F.2d 689
Pacific Fuit & Produce Co. v. Oregon Liquor Control Comm. (D.C., Or., 1941), 41 F. Supp. 175
Dunnuck v. Kansas State Highway Commission (D.C., Kan., 1937), 21 F. Supp. 882

II

The jurisdiction of the United States District Court does not extend to suits or actions against a state, by a citizen of another state.

U. S. Constitution, Amendment XI

III

A suit against the Oregon State Highway Commission, its members and officers, is a suit against the State of Oregon.

State Highway Commission of Wyoming v. Utah Construction Co., 278 U. S. 194, 49 S. Ct. 104, 73 L. Ed. 262 (1929)
State Highway Commission in Arkansas v. Kansas City Bridge Co. (CCA 8, 1936), 81 F.2d 689
Simmons v. South Carolina State Highway Dept. (D. C., S.C., 1961) 195 F. Supp. 516
Stamey v. State Highway Comm. of Kansas (D. C., Kan., 1948), 76 F. Supp. 946
Pacific Fruit & Produce Co. v. Oregon Liquor Control Comm. (D. C., Or., 1941), 41 F. Supp. 175
Dunnuck v. Kansas State Highway Comm. (D. C. Kan., 1937), 21 F. Supp. 882
Lucas v. Banfield, 180 Or. 437, 177 P.2d 244 (1947)
United Contracting Co. v. Duby, 134 Or. 1, 292 Pac. 309 (1930)
Mohler v. Fish Commission, 129 Or. 302, 276 Pac. 691 (1929)
Salem Mills Co. v. Lord, 42 Or. 82, 69 Pac. 1033, 70 Pac. 832 (1902)

IV

Only the legislature can consent to suits or actions against the State of Oregon.

Oregon Constitution, Art. IV, § 24
Federal Land Bank v. Schermerhorn, 155 Or. 533, 64 P.2d 1337 (1937)

V

Statutes consenting to suits of a particular class or nature against a state, are not to be construed as consenting to suit in the federal courts, unless the legislature clearly so intended.

Ford Motor Co. v. Dept. of Treasury of State of Indiana, 323 U. S. 459, 65 S. Ct. 347, 89 L. Ed. 389 (1945)
State Highway Commission of Wyoming v. Utah Construction Co., 278 U. S. 194, 49 S. Ct. 104, 73 L. Ed. 262 (1929)
Copper S. S. Co. v. State of Michigan (CA 6, 1952), 194 F.2d 465
Stamey v. State Highway Commission of Kansas (D. C., Kan., 1948), 76 F. Supp. 946
Dunnuck v. Kansas State Highway Commission (D. C., Kan., 1937), 21 F. Supp. 882
Cf. ORS 30.320

VI

The State of Oregon has not consented to be sued in declaratory judgment proceedings in any court.

Lucas v. Banfield, 180 Or. 437, 177 P.2d 244 (1947)
ORS 28.110; 28.130
Cf. 28 U.S.C.A. § 2403; Rule 31, Rules of U. S. District Court, District of Oregon

VII

Although application of the Eleventh Amendment is a matter of federal law, the federal courts must of necessity look to the Constitution and laws of the state as to the nature, characteristics, powers and duties of a particular state officer or agency, to determine whether a suit against such officer or agency is in effect a suit against the state.

State Highway Comm. of Wyoming v. Utah Construction Co., 278 U. S. 194, 49 S. Ct. 104, 73 L. Ed. 262 (1929)
Lankford v. Platte Iron Works, 235 U. S. 461, 35 S. Ct. 173, 59 L. Ed. 316 (1915)
State Highway Comm. in Arkansas v. Kansas City Bridge Co. (CCA 8, 1936), 81 F.2d 689
Fleming v. Upper Dublin Public School District (D.C., Pa., 1956), 141 F. Supp. 813

VIII

The Oregon State Highway Commission is not an entity distinct from the state, but is strictly an arm of the state, with power to contract, expend funds, and act only as such powers are granted by statute, for and as an agent of the state.

ORS 366.110 to 366.125
ORS 366.205
ORS 366.400
ORS 366.505 to 366.516
ORS 366.518
Cabell v. City of Cottage Grove, 170 Or. 256, 130 P.2d 1013 (1943)
United Contracting Co. v. Duby, 134 Or. 1, 29, 292 Pac. 309 (1930)
Cf. Louisiana Highway Comm. v. Farnsworth (CCA 5, 1935), 74 F.2d 910
Cf. Guaranty Trust Co. of N. Y. v. West Virginia Turnpike Comm. (D. C. W. Va. 1952), 109 F. Supp. 286, 293

IX

A court lacks jurisdiction, both of the person and of the subject matter, in suits against the state where it has not consented to be sued.

Ex Parte Ayers, 123 U. S. 443, 8 S. Ct. 164, 31 L. Ed. 216 (1887)
Lucas v. Banfield, 180 Or. 437, 177 P.2d 244 (1947)
Federal Land Bank v. Schermerhorn, 155 Or. 533, 64 P.2d 1337 (1937)
Salem Mills Co. v. Lord, 42 Or. 82, 69 Pac. 1033, 70 Pac. 832 (1902)

X

A suit in which the nominal defendants are individual state officers, but where the only relief sought amounts to performance or enforcement of a contract of the state, is in effect a suit against the state, of which the federal courts lack jurisdiction.

Ex Parte Ayers, 123 U. S. 443, 8 S. Ct. 164, 31 L. Ed. 216 (1887)
Hagood v. Southern, 117 U. S. 52, 6 S. Ct. 608, 29 L. Ed. 805 (1886)
Cf. Ex Parte Young, 209 U. S. 123, 28 S. Ct. 441, 52 L. Ed 714 (1908)

XI

No court has the power to control the lawful exercise of discretion by a state officer; affirmative action by a state officer may be directed only when such action amounts to performance of a ministerial duty.

Ex Parte Young, 209 U. S. 123, 28 S. Ct. 441, 453, 52 L. Ed. 714 (1908)
Lankford v. Platte Iron Works, 235 U. S. 461, 35 S. Ct. 173, 59 L. Ed. 316 (1915)

XII

The preparation of plans and specifications for the construction of bridges within the State Highway system is a duty committed to the discretion of the State Highway Engineer.

ORS 366.145; 366.155

XIII

Even though a state officer might be held individually liable for injuries to person or property, inflicted while purporting to act in his official capacity, he cannot be held individually liable for breach of a contract of the State, since he is not a party thereto.

Ex Parte Ayers, 123 U. S. 443, 8 S. Ct. 164, 182, 31 L. Ed. 216 (1887)
Schrader v. Veatch, 216 Or. 105, 337 P.2d 814 (1959)
See also: United Contracting Co. v. Duby, 134 Or. 1, 292 Pac. 309 (1930)

XIV

The federal courts have jurisdiction of suits to compel or restrain action by state or federal officers *only* (1) where the officer's powers are limited by statute and he acts or threatens to act beyond those powers, or (2) where the statute or order conferring power upon the officer to act in the sovereign's name is claimed to be unconstitutional.

Larson v. Domestic & Foreign Commerce Corp., 337 U. S. 682, 689, 690, 69 S. Ct. 1457, 93 L. Ed. 1628, 1636 (1949)
Worcester County Trust Co. v. Riley, 302 U. S. 292, 58 S. Ct. 185, 82 L. Ed. 268 (1937)
Aerated Products Co. v. Dept. of Health (D. C., N. J., 1945), 59 F. Supp. 652, Affirmed: (CCA 3, 1947), 159 F.2d 851
See also: Yearsley v. W. A. Ross Constr. Co., 309 U. S. 18, 21, 84 L. Ed. 554, 557 (1940)

XV

If a plaintiff relies on allegations that a public officer has acted or threatens to act beyond his statutory authority, in order to show jurisdiction in the federal courts in a suit for injunctive relief, the plaintiff must set out in his complaint the statutory limitation on which he relies. General allegations that the defendant officer's acts are "illegal" or "unauthorized" are insufficient to show federal jurisdiction.

Larson v. Domestic & Foreign Commerce Corp., 337 U. S. 682, 689, 690, 69 S. Ct. 1457, 93 L. Ed. 1628, 1636 (1949)

XVI

Where the actions of a public officer do not conflict with the terms of his valid statutory authority, then they are also the actions of the sovereign, and cannot be enjoined or directed by the courts, whether or not such actions would be tortious under general law.

Larson v. Domestic & Foreign Commerce Corp., 337 U. S. 682, 695, 69 S. Ct. 1457, 93 L. Ed. 1628, 1639 (1949)

ROBERT Y. THORNTON, Attorney General
Supreme Court Building
Salem, Oregon

LEONARD I. LINDAS, Asst. Attorney General
Chief Counsel
Oregon State Highway Department
Salem, Oregon

J. ROBERT PATTERSON, Asst. Attorney General
Chief, Trial Section
Oregon State Highway Department

ALAN H. JOHANSEN, Asst. Attorney General
Staff Attorney
Oregon State Highway Department
Salem, Oregon

By________________________
ALAN H. JOHANSEN

Of Attorneys for Defendants

I hereby certify that I have prepared the foregoing copy of Motion to Dismiss and Statement of Points and have carefully compared the same with the original thereof; and that it is a correct copy therefrom and of the whole thereof.

That the said Motion to Dismiss and Statement of Points in my opinion is well founded in law.

Dated at Salem, Oregon, the 9th day of March, 1964.

/S/ Alan H. Johansen

Of Attorneys for Defendants

Contract 6124
Astoria Bridge Piers, DeLong Contract.

2-18-6-

Amount of Contract + EW	$8,227	
Complete to Feb 10 (52%)	$4,281	
Amount Retained (5% contract amount)	393	
Liq. Damages to Feb 10	204	✓

Feb 10 Est	236	✓
Less Mtl's on hand	110	
Less Liq. Damages	204	
	78	*

236
204
32

NOTED
FORREST COOPER

1 - 64

Our instruction to bidders provides that before signing a bid proposal, a careful examination be made of the location and condition of the work to be performed.

1-Has this been done?

2-Who conducted the site examination?

3-How much time did he spend at the site?

4-Detail the examination made by him?

5-Did he prepare your estimate?

6-If not, who did?

7-Did he make a site examination?

8-Did he discuss matters concerning your bid with any official or member of the DeLong Corp?

9-What was the nature of this discussion?

10-What type of equipment do you intend to use in the work to be performed?

11-Is this equipment on the Pacific Coast and readily available?

12-Our information is that you failed to secure bidding plans until 3 days before [illegible] --Did this give you sufficient time to prepare your bid?

13-Did you have other bidding plans available to you prior to this time?

14-From whom did you secure these plans?

15-Who is going to run the job for you at the site?

16-Is he experienced in bridge and pier construction?

17-relate his experience?

18-Is your company experienced in bridge and pier construction?

19-What major bridge construction have you done in the past?

20-Were you the prime contractor, SUB CONTRACTOR OR or joint adventurer?

21-Were the bridges constructed comparable to the one to be constructed at Astoria?

22-Have you had experience in the construction and placing of bell type piers?

23-What is that experience?

24-Does your bid reflect an item for scour control during the construction period?

25-Are you aware of the pending litigation between the DeLong Corp, the original contractor for pier construction, and the State of Oregon?

26-Has your company, or any officials or members thereof, made any arrangements with the DeLong Corp concerning your construction of the bridge piers?

27-Will the DeLong Corp, either as an undisclosed principal, a silent partner, a joint adventurer, or in any capacity, have any arrangement with your company or the officials thereof, in the performance of your contract, should the commission award the same to you?

28-Do you, your organization or officials thereof ~~have~~ own or have control of any stock in the DeLong Corp?

29-Does the DeLong Corp, or any officials thereof, own or have control of any stock in your organization?

30-Does your organization, or officials thereof, have any working agreement or connection with the DeLong Corp. on any other projects?

31-Have they had in the past?

32-Do you anticipate any in the immediate future?

33-Do you feel that the plans, design and specifications for the completion of the Astoria Bridge piers adequate?

RECEIVED
OCT 26 1967

FOR FILING
11-F-113-4(-1)
6124

Columbia River Bridge at Astoria
Bridge No. 7949
Contract No. 6124

March 6, 1964

Mr. Leonard I. Lindas, Chief Counsel
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Lindas:

Re: Tremie Pours, Equipment and Rates

Following is some information to add to your file and store of knowledge on tremie pours. About ten years ago we had a tremie pour on the San Leandro Bay Bridge across an arm of the Oakland Estuary on San Francisco Bay which in size and scope bore a lot of resemblance to the Pier 169 pour on the Astoria Bridge. This was the main pier of a single leaf bascule lift bridge.

The size of the cofferdam and consequently the size of the seal was 61x96 ft. The bottom elevation was about -40. The bottom was generally soft altho a small bit of shooting was done at -38 to remove some stuff too hard to dig with a clamshell. As an interesting bit, they dropped oil soaked tanbark around the outside of the sheet piling (60 ft.long) to seal the cracks and prevent leakage.

The tremie pour was 15 ft. thick and amounted to 3160 cu.yds. which they poured in 40 hours. Slump was 6 to 8 in. This averages 79 cu.yds/hour. They used 12 to 15 transit mix trucks and poured into four tremie tubes: two 40 ft long, and two 47 ft long, spiral welded 12" steel pipes with a 30" hopper at the top. The pipes were raised and lowered by a block and tackle rig powered by an air hoist. The whole arrangement was suspended from a small gantry frame which was moved as needed by a large derrick serving the pier.

This illustrates what can be done in a shipshape operation.

I shall send my correspondence to you to keep it within the classification of a privileged communication and will supply several extra copies of which you can supply one to Ivan Merchant.

Very truly yours,
ORIGINAL SIGNED BY
A. L. ELLIOTT

A. L. Elliott
Bridge Engineer

ALE lr
Attch

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OCT 26 1967
FOR FILING
11-F-663-1 (14)
6124

Columbia River Bridge at Astoria
Bridge No. 7949
Contract No. ~~6124~~

March 6, 1964

Mr. Leonard I. Lindas, Chief Counsel
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Lindas:

Re: Specifications for Pile Drivers

We discussed the subject of what was an adequate sized hammer to drive the specified piles. Pile driving is a very inexact science and there is no suitable way of computing the bearing value of a pile without performing a load test on it. There are numerous formulas which are based upon the penetration of the pile under a single blow of the hammer, which have been used in the business for many many years. However, an undersized hammer will obviously give the appearance of having driven a pile to required bearing or refusal when actually the hammer is too light to properly drive the pile.

On the Embarcadero Viaduct in San Francisco we had steel piles which ran from 120 to 220 feet long (12BP79, 14BP89, and 14BP102). For the hammer we specified:

> "...any hammer to be used shall be an approved hammer that will develop sufficient energy, with steam pressure available at the pile rig, to drive the piles at a penetration rate of not less than one-eighth inch per blow at bearing values of not less than the final bearing values specified."

Obviously, this would require a load test on some driven pile to determine that the bearing value was in truth obtained and, at the same time that the hammer was able to move the pile at the required rate at that bearing.

Regarding the claim that the piles were ordered too long and could not be driven, it would be well to know if a load test had been made on a pile supposed to have been driven to full bearing. (The pile under load test should sustain a load twice the design load). Further, was the hammer provided able to move the pile at least 1/8" per blow at the specified bearing. This requirement of 1/8" per blow at bearing is a common requirement and, if it could be shown that the hammer was incapable of moving the piles at least this rate at the required bearing it would be excellent evidence that the hammer was inadequate.

Very truly yours,

ORIGINAL SIGNED BY
A. L. ELLIOTT

A. L. Elliott
Bridge Engineer

ALE lr

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MAR 4 - 1964
FOR FILING

6124

March 3, 1964

W. H. Wright
Captain, U. S. Navy
Commanding Officer
U. S. Naval Torpedo Station
Keyport, Washington

Dear Captain Wright:

Reference is made to your letter of February 25 in regard to the De Long barge now being used in the construction of the Astoria-Megler Bridge at Astoria, Oregon. These barges are the property of the De Long Corporation with offices in Astoria, and I am sure permission would be given by the owners for inspection and photographs of the barges.

You should contact the De Long Corporation in Astoria.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:bbc

U. S. NAVAL TORPEDO STATION
KEYPORT, WASHINGTON

32:JEM
5713
25 FEB 1964

REFERRED TO
Forrest Cooper

Stephenson

Oregon State Highway Department
Salem, Oregon

Gentlemen:

This Command is interested in the possible application of the "Delong barge" for underwater work in this area. Since we understand this barge is being used by your contractor in construction of the Astoria-Megler bridge, permission is requested to visit and photograph it there.

Yours very truly,

W H Wright
W. H. WRIGHT
Captain, U. S. Navy
Commanding Officer

[illegible]

RECEIVED
FEB 26 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 26 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 4 - 1964
FOR FILING

[illegible]

6124

March 2, 1964

Airmail

Mr. G. S. Paxson
c/o Dr. Hayes Desert Palms Guest
  Ranch
Post Office Box 248
Indio, California 92202

Dear Mr. Paxson:

Thanks for your note relative to the possibility of securing either Gerwick, Sr., or Jr. as an expert witness on the Astoria matter. We will leave it completely to your judgment as to which individual is the most appropriate. From your description, possibly Mr. Gerwick, Jr. would make the best witness; however, not being acquainted with either man makes it difficult for me to judge.

I hope you are enjoying your vacation and that you have been able to shake your cold. I think you picked a good time to visit southern California as the Salem weather, at least the last three or four days, has been lousy.

Sincerely,

R. L. Porter
Deputy State Highway Engineer

RLP:mm

cc Mr. Forrest Cooper

Dr. Hayes Desert Palms Guest Ranch and Date Shop
FINEST DATES AND GRAPEFRUIT FROM OUR OWN GARDENS
First Ranch West of Indio, North Side Palm Springs Hwy. 111
P. O. Box 248 • Phone Diamond 7-5543
INDIO • CALIFORNIA

KENNETH AND RUTH HAYES
Owners and Managers

Feb 29 1964

Mr. R.L. Porter
Salem

Dear Rod:

Have your letter of Feb 27. I will get in touch with the Gerwicks as I come back north. You mention Ben Gerwick Sr. and Ben has been semi retired for five or six years. Ben Jr. runs the company. He is the one who figured the pier job and knows the details. I believe he would be a better witness than his father.

Ben Sr. is high up in his 70ties but certainly isn't senile and perhaps you are thinking of the impression grey hair and 50 years experience would have. I am sure I can get either of them but let me know which you prefer.

Yours

J.H.P.

NOTED
R.L PORTER

RECEIVED
MAR 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

U-F-003- Substruc. steel spans, Columbia 1962
1(14) River Br., Astoria-Pt. Ellice,
#6124 Wash., US 101 Folder # 1

C&A
2524

RECEIVED
FEB 28 1964
FOR FILING

6124

February 27, 1964

AIRMAIL

Mr. G. S. Paxson
c/o Dr. Hayes Desert Palms
Guest Ranch
Post Office Box 248
Indio, California 92202

Dear Mr. Paxson:

Thank you for your note of February 26 relative to the prospective litigation with the De Long Corporation. We have more or less decided that for witnesses we will use Maurice Quade, Arthur Elliott of the California Highway Department, and George Stevens of the Washington Highway Department. Leonard would like very much to use you and probably both Steve and Ivan. In addition, the following contractors seem to be the best--Pomeroy and Gerwick, Peter Kiewit, and General Construction. I understand that Peter Kiewit and General Construction have agreed to testify, which leaves Pomeroy and Gerwick.

I talked with Mr. Robert Pomeroy on the 'phone a few days ago and while he indicated that they would testify, he did not seem very enthused about it. I wonder if we could impose upon you to talk to Ben Gerwick, Sr. and see if you could talk him into testifying willingly. I may have the wrong impression from Mr. Pomeroy's 'phone conversation, but I believe that most people are not too enthusiastic about having to appear in court. Other than that, I think everything else is in order and I am sure that there would be no reason for you to cut your vacation short to come to Salem.

Leonard's first move will be to attempt to get the matter out of Federal Court but if he is unsuccessful, it is doubtful that the case could come to trial before April.

Your suggestion as to Mr. Ray Archibald is very good and from what I know about him, he should make an excellent witness.

If for any reason you do not wish to contact Gerwick, please let us know.

Very truly yours,

R. L. Porter
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. P. M. Stephenson

RLP:ms

Dr. Hayes Desert Palms Guest Ranch and Date Shop
FINEST DATES AND GRAPEFRUIT FROM OUR OWN GARDENS
First Ranch West of Indio, North Side Palm Springs Hwy. 111

P. O. Box 248 • Phone Diamond 7-5543
INDIO • CALIFORNIA

KENNETH AND RUTH HAYES
Owners and Managers

Feb. 26

Mr. R. L. Porter:

I have been studying the situation since your phone call. It seems to me that what we need is big name boys. I can't think of anyone better than Quade. They have built a lot of major structures. He is quite friendly to me and I'm sure will give us every break possible.

Norman Raab was the engineer on the Richmond - San Rafael bridge which used the shell type piers. He knows more about this type than anyone in this country. He recently retired. He doesn't have the national reputation that Quade has but should make a good witness.

We might think about Ray Archibald. He was on the Coos Bay Bridge where we had seals comparable to Astoria. He was chief Engineer for the B.P.R. before Erickson. Archibald will be back in Oregon about April 1.

The contractors you mentioned should be Ok. Pomeroy and Gerwick were a lot higher than DeLong but I'm sure that either Ben Gerwick Jr. or George Pomeroy can give good testimony for me.

I don't know Tudor's outfit too well but have met Admiral Troxell several times. He retired from the C.E.C. Navy several years ago and has a good background.

If it becomes advisable for me to be in Salem before March 16 give me a call, before March 10, and I will cut this trip short.

Yours
H H Pearson

RECEIVED
FEB 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 2 6 1967
JR FILING

U-F-003-1(4)

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 26, 1964

The State of California
Department of Public Works
Division of Highways
P. O. Box 1499
Sacramento, California 95807

Attention: Mr. Arthur Elliott

Dear Art:

Columbia River Bridge at Astoria
Contract No. 6124
Bridge No. 7949

This is to confirm my telephone call this date requesting you to appear as an outside engineer in a pending law suit between the DeLong Corporation and the Oregon State Highway Department. I have just been informed that Mr. Womack has approved your participation in this matter.

The Oregon State Highway Department will reimburse you for your expenses and salary while working for us on this matter.

Mr. Lindas has requested that if at all possible you come to Salem during the week of March 2 to confer with him on this matter. He has advised that any day during the week of March 2 to March 6, inclusive, will be satisfactory with him, and this will be at your convenience.

To assist you in becoming familiar with the project I am enclosing a copy of our Standard Specifications for Highway Bridges (Issue of 1954), a copy of the Proposal and Special Provisions with letters of addendum as they were submitted for contractors for bidding purposes, and a complete set of plans. Also enclosed are four sheets of the Schedule of Bid Items which will indicate to you the type of construction the DeLong Corporation elected to construct. As you will notice there are alternate pier designs included in the plans and specifications.

Please advise if there is anything further that I can do to help you on this project prior to your trip to Salem next week.

Sincerely yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

Enclosure

cc: Mr. P. N. Stephenson ✓
Mr. L. I. Lindas

RECEIVED
FEB 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

6:24

Served on me in Cooper's office by Hewlett, U.S. Marshall at 11:40AM 1964 Floyd Query

SUMMONS IN A CIVIL ACTION D. C. Form No. 45 Rev. (6-49)

United States District Court

FOR THE

DISTRICT OF OREGON

CIVIL ACTION FILE NO. 64-79

DeLONG CORPORATION, a Delaware corporation

Plaintiff

v.

THE OREGON STATE HIGHWAY COMMISSION, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, in their capacity as Oregon State Highway Commissioners and Individually, FORREST COOPER and IVAN D. MERCHANT

Defendant

SUMMONS

To the above named Defendant :

You are hereby summoned and required to appear and defend this action and to serve upon Wyatt, MacDonald and Dean; Trammell, Rand & Nathan; George W. Mead

plaintiff's attorneys , whose addresses are

Wyatt, MacDonald & Dean - 1129 Commercial Street
Astoria, Oregon

Trammell, Rand & Nathan - 729-15th Street, N.W.
Washington 5, D. C.

George W. Mead 1211 Public Service Building - Portland, Ore.

an answer to the complaint which is herewith served upon you, within twenty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

[illegible]
Clerk of Court.

Deputy Clerk.

Date: February 18, 1964

[Seal of Court]

FOR THE

DISTRICT OF OREGON

CIVIL ACTION FILE NO. 64-79

DeLONG CORPORATION, a Delaware corporation

Plaintiff

v.

THE OREGON STATE HIGHWAY COMMISSION, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, in their capacity as Oregon State Highway Commissioners and Individually, FORREST COOPER and IVAN D. MERCHANT

Defendant

SUMMONS

To the above named Defendant :

You are hereby summoned and required to xxxxxxxx appear and defend this action and to serve upon Wyatt, MacDonald and Dean; Tramell, Rand & Nathan; George W. Mead

plaintiff's attorneys , whose addresses are

Wyatt, MacDonald & Dean - 1129 Commercial Street
Astoria, Oregon

Tramell, Rand & Nathan - 729-15th Street, N.W.
Washington 5, D. C.

George W. Mead 1211 Public Service Building -Portland, Ore.

an answer to the complaint which is herewith served upon you, within twenty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

[redacted]
Clerk of Court.

Deputy Clerk.

Date: February 18, 1964

[Seal of Court]

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

RETURN ON SERVICE OF WRIT

I hereby certify and return, that on the day of 19 ,

I received this summons and served it together with the complaint herein as follows:

Marshal's Fees

Travel______ $________

Service ______

______________________ United States Marshal.

By______________________ Deputy United States Marshal.

Subscribed and sworn to before me, a this

day of , 19 .

[SEAL]

____

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

No.________

United States District Court

FOR THE

v.

SUMMONS IN CIVIL ACTION

Returnable not later than days

after service.

Attorney for Plaintiff.

FPI—LK—3-8-60—75M—7806

WYATT, MacDONALD and DEAN
1129 Commercial Street
Astoria, Oregon

TRAMMELL, RAND & NATHAN
729 - 15th Street, N.W.
Washington 5, D. C.

GEORGE W. MEAD
1211 Public Service Building
Portland 4, Oregon

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

DeLONG CORPORATION, a Delaware corporation, Plaintiff, vs. THE OREGON STATE HIGHWAY COMMISSION, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, in their capacity as Oregon State Highway Commissioners and Individually, FORREST COOPER and IVAN D. MERCHANT, Defendants.	CIVIL NO. 64-79 COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

1. Jurisdiction of this Court is based upon Sections 1331, 1332 and 2201 of Title 28 of the United States Code. The amount in controversy exceeds, exclusive of interest and costs, the sum of $10,000.00.

2. This is an action for a declaratory judgment pursuant to 28 U.S.C., § 2201, for the purpose of determining questions of actual and justiciable controversy between the parties as herein more fully appears.

3 (a). Plaintiff is a corporation incorporated under the laws of the State of Delaware and has its principal place of business at 29 Broadway, New York, New York.

(b). Defendants JACKSON, FRIDLEY and SIMPSON are the Chairman and Members respectively of the Oregon State Highway Commission of the State of Oregon and are sued in that capacity and also individually to the extent that their acts and omissions hereinafter complained about were acts and omissions beyond or outside the scope of their official capacity. To the best of Plaintiff's knowledge and belief, said Defendants JACKSON, FRIDLEY and SIMPSON are citizens of the State of Oregon.

(c). Defendant COOPER is the State Highway Engineer for the State of Oregon and, to the best of Plaintiff's knowledge and belief, is a citizen of the State of Oregon and he is sued herein both in his official and in his individual capacity to the extent that his acts and omissions hereinafter complained about were acts and omissions beyond or outside the scope of his official capacity.

(d). Defendant MERCHANT is the Bridge Engineer for the State of Oregon and, to the best of Plaintiff's knowledge and belief, he is a citizen of the State of Oregon and is sued herein both in his official and in his individual capacity to the extent that his acts and omissions hereinafter complained about were acts and omissions beyond or outside the scope of his official capacity.

(e). Collectively, Defendants JACKSON, FRIDLEY and SIMPSON constitute Defendant Oregon State Highway Commission as defined by Oregon Statute 366.105, and in that capacity executed on behalf of the State of Oregon the contract hereinafter referred to with the Plaintiff.

4. To the extent that the Defendants herein represent the State of Oregon or have acted or are acting on behalf of the State of Oregon or were the agents, employees or servants of the State of Oregon or the Highway Department thereof, the State of Oregon has waived immunity from suit and of its rights, if any, under Amendment XI to the Constitution of the United

States and has consented that the Defendants be sued in this Court by the enactment by the State of Oregon of ORS Section 30.320 and other applicable sections of the Oregon statutes, pertinent agreements between the State of Oregon and the State of Washington and other agreements between the State of Oregon and the Government of the United States. By said agreements and under said statutes, the State of Washington and/or the State of Oregon have constituted Defendant Oregon State Highway Commission a body corporate and politic and/or given it the character of a citizen of the State of Oregon, thus giving this Court jurisdiction over said Defendant.

5. On or about May 19, 1962, Defendant State Highsay Commission by and through Defendant COOPER, State Highway Engineer, and Defendant MERCHANT, State Bridge Engineer, issued an invitation for bids for the substructure for steel spans for Bridge # 7949, described as, "The Columbia River Bridge at Astoria". This project was described in said invitation for bids as a Federal Aid Primary Project and included the construction of thirty-two concrete bridge piers and other work. It was required that proposals for this construction be received by June 27, 1962, thirty-eight days after invitation.

6. The invitation for bids aforesaid included specifications which consisted of a book of approximately 181 pages described as "Standard Specifications for Highway Bridge Construction", and a book of approximately 70 pages, entitled "Special Provisions for Highway Construction", to which was attached 14 pages of bid sheets and approximately 60 pages of plans entitled "Substructure for Steel Spans, Columbia River Bridge".

7. Defendants represented and expressly warranted, inter alia, that these specifications constituted:

"The directions, requirements, explanations,

> terms and provisions pertaining to the various features of the work to be done, the manner and method of performance and the manner and method of measurement and payment,"

and that:

> "The true intent of the plans and specifications is to provide for the execution and completion in every detail of the work",

and that:

> "Should any construction or conditions which are not covered by the plans or the specifications be encountered during construction, such supplemental specifications and plans as may be needed will be prepared by the engineer . . .",

and that:

> "The substructure material at the structure site, as shown on the plans, represents the best available estimate of existing conditions based on explorations made by the Highway Commission".

8. Plaintiff submitted a proposal on the basis of the aforesaid invitation for bids and, on June 29, 1962, Plaintiff was awarded Contract No. 6124, formal contract execution following on July 23, 1962. A performance bond on which Plaintiff is the principal obligor and Travellers Indemnity Company appears as surety, was executed in favor of Defendant Oregon State Highway Commission. This bond was conditioned upon the performance by Plaintiff of the contract in accordance with the plans and specifications incorporated therein.

9. In its bidding and in entering the contract with Defendant Oregon State Highway Commission, Plaintiff was induced to and did rely on the purportedly comprehensive plans and specifications furnished and on the representations and express and implied warranties of Defendants. These representations and warranties included (but were not limited to) the express warranties recited above and the implied warranties that soil, subsoil and riverbed conditions were substantially as represented by the plans and specifications, that the Defen-

dants as designers, architects and engineers of this project were professionally competent, and that Defendants were acting in good faith. Plaintiff's contract required substructure work across the Columbia River, including the driving of approximately fifty-four miles of steel, concrete and wood piles. Defendants' warranties with respect to soil explorations, the substantial correctness of Defendants' detailed foundation data plan and the soundness of Defendants' explicit requirements with respect to foundation types, clearances and dimensions were of the very essence of the contract.

10. Under the terms of the contract entered into between the parties, all responsibility for design, engineering, administration and supervision was assumed by Defendants in their capacity as sponsors, designers, architects and supervisory engineers, and Plaintiff had no responsibility to determine whether such design was adequate, safe, or feasible at all.

11. From the inception of its work, Plaintiff encountered different conditions than those represented by the plans and specifications. Said latent conditions differed materially and in so many instances that the Defendants' plans and specifications as incorporated in the contract barely resembledthe actual conditions encountered and have proven useless as a guide to actual conditions.

12. In the course of its work, Plaintiff has found rock where it was represented that Defendants had found clay; has placed piling that has disappeared at places where it was represented that it would be supported by the ground; has been compelled to suspend work where the river bottom eroded to almost ninety feet below the surface, although the design was predicated on a river bottom forty-eight feet below the river surface. Plaintiff has encountered many other and equally bur-

densome and damaging latent conditions different from those represented by Defendants and has been required to do work completely outside of the scope and with no relation to the original contract. This has caused additional expense to Plaintiff for materials, labor and overhead, rescheduling of operations, substantial delays in performance and heavy financial burdens, all of which Plaintiff could not, did not, and was not required to anticipate under its contract.

13 (a). Despite the breaches of warranties aforesaid, the materially different conditions encountered, the work required outside of the scope of the contract, the obvious damage and financial burden to Plaintiff, and the apparent inadequacy of their design, plans and specifications, Defendants have failed and refused to acknowledge their responsibility therefor, to make commensurate payments as required, to provide supplemental plans and specifications and to remedy design inadequacies.

(b). Instead, Defendants have demanded that Plaintiff provide "an acceptable finished product", regardless of the inapplicability of the plans and specifications which constituted the contract between the parties. They have denied the right of Plaintiff to "question the prudence of the design features of the structures he has agreed to build", in spite of the irrefutable fact that the structures cannot be built as designed and that Defendants have so acknowledged. Defendants have failed and refused to accept their responsibility in the premises, claiming that "the methods of construction which you employ. . . . . are your responsibility", although the contract provided that "no work will be permitted on any methods or systems other than those shown on the plans."

(c). Both prior to the entering of the contract and in its administration, the individual Defendants have acted arbitrarily, capriciously and outside the scope of their respective offices, causing damages to be suffered by Plaintiff for which said individual Defendants are individually responsible.

14. When it became apparent to Plaintiff that the plans and specifications were erroneous in material respects, Plaintiff promptly instituted an investigation. Although the investigation was hampered by resistance and lack of cooperation of Defendants, and although Plaintiff has been unable to obtain the plenary information which is locked in the minds and files of Defendants, Plaintiff has been able to determine that Defendants breached their contractual warranties by failing to provide Plaintiff with information available to Defendants, by concealing information from Plaintiff, by distorting information furnished, and by representing that prudence and reasonable standards had been followed in Defendants' design considerations.

15. Plaintiff has determined, for example, that subsurface explorations were inadequate, unrepresentative, and misrepresented by such actions as describing an area as "clay" where Defendants' explorations had revealed "74% stone"; and although Defendants expected that scour or undermining would occur, they ignored and misrepresented this design consideration.

16. In order for construction to continue at several pier sites, a redesign and supplemental plans and specifications must be provided by Defendants. At Pier 169, one of the piers on the boundary of the main channel of the Columbia River, Defendants instituted erosion control after a scour or undermining had lowered the river bottom by approximately forty feet. This effort was abandoned before completion, and, despite the urgent and repeated suggestions by Plaintiff, Defendants ordered Plaintiff to proceed with work

in accordance with the original plans and specifications. As Plaintiff had warned, the work could not be completed. Despite this, Defendants have now instructed Plaintiff to proceed to "correct" the situation, but have failed and refused to provide plans and specifications, thus, in effect demanding that Plaintiff assume the responsibility for the design and engineering of the bridge and its safety. In addition, Defendants have wrongfully withheld partial payment for this work in the amount of $180,540. The same situation prevails at Piers 18, 19 and 20 and Pier 5 where inadequate or erroneous plans and specifications require redesign in order to enable construction to proceed. Together with technical direction, the Plaintiff requires and is entitled to the assumption by Defendants of financial responsibility.

16 (a) As a consequence of the breaches of warranty and misrepresentations and other acts aforesaid, together with the consequences of the design errors and specific changes ordered by the Defendants, the Plaintiff has suffered and is suffering extensive and costly damage, including additional expenditures and delays. These damages suffered by the Plaintiff have caused and are causing related damages. Because of the relationship of one part of the work to another, the full extent of the damage to the Plaintiff will not be ascertainable until the completion of its work, although damages in excess of Two Million Dollars have already been incurred by Plaintiff. This over-all damage has become so substantial that without appropriate relief, the performance of this contract by the Plaintiff may have, or in the immediate future will, become impossible.

(b) Defendants' acts and omissions have made it impossible to proceed with construction at some of the pier sites without prudent and sound supplemental plans and specifications for the work.

WHEREFORE, Plaintiff prays:

A. That the Court enter a declaratory judgment herein declaring:

1. That Defendants GLENN L. JACKSON and/or KENNETH N. FRIDLEY and/or DAVID B. SIMPSON and/or FORREST COOPER and/or IVAN D. MERCHANT acted negligently and contrary to accepted engineering standards in the preparation of the invitation for bids resulting in the execution of the contract between Plaintiff and Defendant Oregon State Highway Commission.

2. That the said Defendants JACKSON, FRIDLEY, SIMPSON, COOPER and MERCHANT:

(a) included false and misleading information in the invitation for bids aforesaid regarding subsoil and river bed conditions, which information did in fact mislead the Plaintiff;

(b) arbitrarily and capriciously refused to make available to Plaintiff information as to subsoil conditions and river bed conditions in their possession, although demand was made upon them during Plaintiff's performance of the contract.

(c) entered into a contract with Plaintiff which contract provisions, included plans and specifications erroneously stating work to be done.

3.(a) That the Defendant Oregon State Highway Commission has materially breached the terms and provisions of the contract between the Plaintiff and Defendant Oregon State Highway Commission including the breach of the express warranty contained in said contract to the effect that the substructure material at the bridge site as shown on the plans represented the best available estimate of existing conditions based upon explorations made by the Oregon State Highway Commission, and that Plaintiff therefore is entitled:

(i) To terminate the contract between it and Defendant Oregon State Highway Commission and is excused from further performance thereof;

(ii) To payment for the work performed to date by Plaintiff to the extent that it has not been paid therefor;

(iii) To compensatory and consequential damages from the Defendant Oregon State Highway Commission because of the material breaches thereof by Defendant Oregon State Highway Commission.

(b) Or, in the alternative, that Plaintiff has performed at the request of Defendant Oregon State Highway Commission, work beyond and outside of the scope of the contract between the Plaintiff and Defendant Oregon State Highway Commission for which it is entitled to be reimbursed currently, as said extra work progresses, at a reasonable rate of pay consisting of the actual cost of such additional work, together with a reasonable profit and reimbursement of overhead, the extent of such work and the amount of such reimbursement to be determined by a Master to be appointed by the Court.

4. In the alternative, that the written contract between Plaintiff and the Defendant Oregon State Highway Commission is void in whole or in part and that there exists an implied contract between the parties under which the Plaintiff is entitled to be paid for the reasonable performance of all work performed by it, said reasonable amount to be measured

by the actual cost of such work, together with a reasonable profit and reimbursement for overhead.

5. That Plaintiff is not required to proceed with further work on Piers 5, 18, 19, 20 and 169:

(a) Until Defendant Oregon State Highway Commission at its own cost and expense have caused the conditions of the river bed at the location of said piers to be equal with those represented to exist by the plans and specifications of the contract; or, in the alternative,

(b) Until Defendants:

(i) Have provided instructions to Plaintiff how to repair or to remove and replace, all at the sole cost and expense of Defendants, the presently existing seals in the cofferdams at the location of Piers 169 and 170; and

(ii) Have taken, at Defendants' sole cost and expense, sufficient anti-scour and erosion control measures to enable Plaintiff to complete said Piers 18, 19, 20, 169 and 170, in accordance with the original plans and specifications under safe working conditions, and without extra burden and expense to the Plaintiff; and

(iii) Have furnished Plaintiff with supplemental plans and specifications, directing the measures to be taken at Pier 5 to meet the soil conditions existing there.

6. That Defendants GLENN L. JACKSON, KENNETH N. FRIDLEY, DAVID B. SIMPSON, FORREST COOPER and IVAN D. MERCHANT have arbitrarily and capriciously refused to fulfill their obligations under the contract between the Plaintiff and the Defendant Oregon State Highway Commission and their obligations under the laws of the State of Oregon by failing to prepare

and to furnish supplemental specifications and plans as were needed.

7. That because of their acts and omissions aforesaid, Defendants GLENN L. JACKSON, KENNETH N. FRIDLEY, DAVID B. SIMPSON, FORREST COOPER and IVAN D. MERCHANT are not entitled to the protection of the exculpatory clauses of the contract and the applicable exculpatory provisions of the Oregon statutes but are, in fact, personally liable to the Plaintiff for its damages incurred in consequence of such acts.

8. That the performance bond dated the 29th day of June, 1962, on which the Plaintiff is the principal obligor and the Travelers Indemnity Company appears as surety, is discharged, is null and void and is to be returned to Plaintiff.

B. That the Court enter an Order enjoining the Defendants, their agents, servants and anyone acting in concert with the Defendants and/or any other agency of the Defendants _pendente lite_ and permanently, from seizing, utilizing, or in any other way interfering with the tools, equipment, materials or any other property belonging to the Plaintiff or its subcontractors, materialmen or employees, or presently in the possession of the Plaintiff or its subcontractors, materialmen or employees, utilized in, or in connection with, the construction of the substructure work encompassed by the contract between the Plaintiff and the Oregon State Highway Commission or used by the Plaintiff or leased by the Plaintiff in connection with the performance of the work aforesaid.

C. That the Court enter an Order enjoining the Defendants, their agents, servants and anyone acting in concert with the Defendants and/or any other agency of the Defendants, _pendente lite_, from terminating or cancelling the contract between the Defendant Oregon State Highway Commission and the

Plaintiff, and/or from bringing any action, legal or equitable, against the Plaintiff or its surety in any Court other than this Court.

D. That the Court enter an Order referring this case to a Master to hear evidence and report the same, together with his Findings of Fact and Conclusions of Law, on the amounts to which the Plaintiff is entitled under the Declaratory Judgment to be entered herein, as and for its damages, compensatory and consequential, and as and for its compensation, partial and otherwise, under the contract between the parties or for extra work as the case may be.

E. AND FOR SUCH OTHER and further relief as to the Court may seem fit and proper.

WYATT, MacDONALD and DEAN
1129 Commercial Street
Astoria, Oregon

TRAMMELL, RAND & NATHAN
729 - 15th Street, N.W.
Washington 5, D.C.

GEORGE W. MEAD
1211 Public Service Building
Portland, Oregon 97204

Attorneys for DeLong Corporation

I hereby certify that the foregoing is a true and correct copy of the original thereof

Attorney For Plaintiff

RECEIVED
FEB 21 1964
FORM E-30 50M 3-63 49607

FOR FILING

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1964

SUBJECT:

To: Mr. Forrest Cooper
State Highway Engineer

Building

You have requested our opinion as to whether or not a supplier of materials (piling, cement, etc.) to DeLong Corporation, which are properly stored and on which we have made advance payments to DeLong, could assert any claim against such materials on the basis that DeLong has not paid the supplier for the same.

It appears that such a supplier who has not been paid, notwithstanding our advances to DeLong, would have three courses of action.

(1) If, in the sales agreement between the supplier and DeLong, the supplier retained title to the materials until they were paid for or incorporated in the bridge, then the supplier could reclaim the materials on the basis of his title. This question of title would have to be clearly spelled out in the sales contract between the supplier and DeLong under the Uniform Commercial Code.

(2) If the supplier had not been paid and title had passed to DeLong, he could commence an action on the debt in the circuit court and have the sheriff attach the materials. In this event neither the state nor DeLong could move or use the materials until the case was settled.

(3) The supplier could file a notice of claim with the Secretary of State or the Secretary of the Highway Commission against the DeLong surety. In this event, of course, the materials would not be bothered.

It might be mentioned that ORS 279.314 permits the state to pay for supplies ordered by a contractor and recover such costs from the contractor or his surety. This statute could

NOTED
FORREST COOPER

be used in the event that the supplier were to attach the materials.

Once the materials are actually incorporated in the work, the only remedy a supplier would have would be to file his claim with us against the surety, pursuant to ORS 279.526.

Frank C. McKinney
FRANK C. MC KINNEY
Chief, Office Section

FCMcK:ks

cc: L. I. Lindas
G. E. Rohde

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AUG 5 - 1970
FORM L-30 50M 3-63 43607
FOR FILING

FILE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1964

To: Memorandum to File

SUBJECT: Astoria Bridge Meeting
Portland, Oregon
1:30 p.m. - State Office Bldg.

At a meeting held in Room 36 of the State Office Building in Portland, Oregon, at 1:30 p.m. on February 10, 1964, in connection with the above matter there were present the following people: Col. DeLong, Mr. Wendell, Mr. Bert Rand, Mr. Wendall Wyatt, Mr. Robert MacDonald, & Mr. George Mead representing the DeLong Corporation; and representing the State were Glen Jackson, Chairman of the Highway Commission, David Simpson, Forrest Cooper, R. L. Porter and L. I. Lindas.

Mr. Bert Rand was the spokesman for the DeLong Corporation and his presentation to the Commission was similar to that made before Mr. Cooper, Mr. Porter and the writer on January 29th in Salem.

The gist of his statement was that the DeLong Corporation was misled by our plans and specifications, particularly, the boring logs which had caused them a great expense. He went on to reiterate that they would make a claim against the Department upon the completion of the contract and that their rights were preserved under the terms of the same. However, they had now run into a great deal more difficulty, particularly, involving the seal in Pier 169. They admit it was more than 90% faulty and, in their opinion, brought about because of the scour condition that existed at Pier 169. They state that the reason for this was we had lowered the level of the seal because of the scour condition; and, because of the current flowing through the cofferdam brought about by this change, it caused the cement to separate from the concrete and, consequently, the finished product was nothing but sand and gravel. Because of above could not continue performance of contract

They further reiterated that scour conditions were occuring on the north side of the channel which they felt was incumbent upon the State to correct, since the scour condition was greater than anyone had anticipated and, therefore, was the State's responsibility to correct.

They further reiterated that the burden of assuming the additional expense had become so great now that they wanted the State to assume part of that burden reserving untothemselves all their rights under the contract.

They wanted to take Pier 169 from the Contract and proceed in the construction of the same on a force account basis and this also with respect to the scour condition occuring in the north side of the channel around the bell piers.

They made particular reference to Pier 5 and the foundation upon which it was to be placed, stating that it was a conglomerate and special work would have to be done to contain it so that the pier could rest upon the same. This they felt was the responsibility of the State and that the cost of taking corrective measures should be borne by the State.

They further stated they were willing to submit this whole matter to an "Advisory Board", consisting of an engineer, appointed by the Highway Department; one appointed by DeLong; and, the two engineers so appointed selecting a third one who would study the matter completely and make recommendations which both sides would accept in order to obviate the necessity of litigation.

In connection with Pier 169, they felt that the provisions of our contract provided for a directive on the part of the Highway Commission to tell them exactly how to construct Pier 169, which instruction they were awaiting.

Much of the talk related to Pier 169, which seems to be the greatest of all the problems facing the DeLong Corporation, the faultiness of which they claim was the result of our neglect in taking care of the scour conditions around the same. They produced a model of the scour, also charts showing the piling, the location of the scour, the height of the seal, the batter piles which prevented the cofferdam sheets from being driven deeper, all of which they say contributed to the bad seal.

After the presentation, the Commission said they would take the matter under consideration and advise them.

The Commission then went into a session with the members of the Highway Department present; and, after discussing the matter in detail, it was their considered opinion that completion of the contract should be within the framework of the agreement entered into and instructed the undersigned to so notify them. They felt, under the circumstances, that Mr. DeLong's rights were preserved under the contract and if they felt that upon the completion of the same that they were entitled to additional funds because of being misled by the Highway Department, they could at that time, of course, make such claim as they felt proper and if turned down, ajudicate the same in a court of law.

L. I. LINDAS
Chief Counsel

LIL:BP

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FEB 14 1964
FOR FILING

6170

Forrest Cooper

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 11, 1964

DeLong Corporation
P. O. Box 3[illegible]
Astoria, Oregon

Attention: Col. L. B. DeLong

Dear Sir:

The State Highway Commission, following our meeting on February 10, 1964, considered your request for relief in connection with the performance of the contract awarded you for the construction of the Astoria Bridge Piers.

Their decision is to deny your request. This action, they feel, is in the best interest of the State. They recognize that your rights are protected under the terms of the contract. Any disputes with respect to performance, claims, responsibility, etc., can be, if necessary, resolved under said contract when such claims are formally made.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:b[illegible]
cc: Glenn L. Jackson
Forrest Cooper ✓
Wendall Wyatt, Astoria

NOTED
FORREST COOPER

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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FEB 6 - 1964

FORM 2-30 50M 5-62 43908

FOR FILING

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1964

SUBJECT:

To: MEMO TO FILE

In a telephone conversation with Chairman Glenn L. Jackson this date, he instructed me to set up a conference between the Highway Commission and attorneys for the Delong Corporation, contractor on the Astoria Bridge.

The meeting has been set for February 10 at 1:30 p.m. in Room 36 of the State Office Building in Portland.

The matter under discussion will be the request of Mr. Delong's attorneys to, in effect, relieve Delong of his obligations under the contract and to proceed with construction of the bridge on a force account basis.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc Glenn L. Jackson
Kenneth N. Fridley
David B. Simpson

FILE

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FOR FILING

6194

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1964

SUBJECT: Conference re DeLong Matter
1:30 p.m. - 1/29/64

To: MEMORANDUM TO FILE

Met in the office of the undersigned with Bert B. Rand, Wendell Wyatt, Robert MacDonald and George Mead, attorneys for the DeLong Corporation. Representing the State were the writer, George Rohde, Assistant Counsel; Forrest Cooper, Highway Engineer; and R. L. Porter, Deputy Highway Engineer.

Mr. Rand, as spokesman for the Long group made the following proposal, after relating his opinion of the difficulties facing the corporation.

1--That the contract be abrogated and the balance of the work to be performed be done on a cost basis--with all parties reserving their rights to proceed against the other for the recovery of any monies each feel are forthcoming.

2--That Pier 169 be eliminated from the provisions of the contract, the completion of the same to be done on a force account basis. Also that scour control on piers in north channel be taken from contract and be done on force account basis, all parties reserving right to sue for such monies as they determine to be due them.

The DeLong Corporation also requested an early audience with the Highway Commission.

1/30/64 - Received phone call at my home at 5:30 p.m. urging again an early meeting with Commission. I advised Mr. Mead I was meeting with the Commission in Portland 1/31/64 and would advise him of Commission's desire to meet with them.

1/31/64 - 1:00 p.m. - Called Mr. Mead's office and left word with his secretary that Commission could not meet with them the week of February 2nd. Further advised that problem had been discussed with Commission in detail, who determined they would not enter into any agreement which would abrogate the terms of the contract.

L. I. LINDAS
Chief Counsel

LIL:bp

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FEB 13 1964
FOR FILING

P. M. Stephenson

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6124

February 3, 1964

DeLong Corporation
100 Columbia Ave.
Astoria, Oregon

Attention: Colonel L. B. DeLong

Dear Sir:

This is to acknowledge your letter of January 23rd, relating to pier 169 seals.

We disagree completely with the assumptions and conclusions contained in your letter and hasten to point out that the inadequacy of the seal cannot be linked to the scour condition of which you refer. We must point out that the cause and responsibility to replace the same is yours.

We fail to see why it is "novel" for us to demand an acceptable finished product and to require of you the responsibility of living up to the terms of your contract in this respect. Speaking of "novelty" we are curious as to how you would describe the situation wherein the contractor questions the prudence of design features of the structures he has agreed to build.

Concerning your statement that you will henceforth look to us for direction as to all design and procedure, you need look no further than to your contract and the plans and specifications heretofore furnished you. We will, therefore, as we have pointed out before, look to you to complete your contract in accordance with the terms thereof, including making the necessary corrections to pier 169, and this at your sole cost.

Respecting your second letter of January 23rd complaining of our withholding a progress payment of $180,548 for the pouring of seal on Pier 169A and 169B, permit us to state that since the seal did not meet

NOTED
P. M. STEPHENSON

specifications, we fail to see why you should feel you are entitled to this payment until you furnish us an acceptable product. When the seal is corrected to an acceptable standard, payment will then be forthcoming.

We also reject the assumptions and conclusions contained in the 2nd letter above referred to and state that if there is a material breach of the contract, it would be the result of your failure to live up to the terms of your contract.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
G. E. ROHDE
Assistant Counsel

GER:bp
cc: P. M. Stephenson
Ivan Merchant
R. W. Ellison

RECEIVED
[illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

DeLONG CORPORATION
100 COLUMBIA AVE. P. O. BOX 330
ASTORIA, OREGON
TELEPHONE AREA CODE 503
FAirfax 5-3564

January 23, 1964

Mr. Ivan D. Merchant
Bridge Engineer
Oregon State Highway Department
Salem 10, Oregon

Gentlemen:

There has been correspondence during the past several months with respect to the use of a gravel blanket in the construction of certain of the remaining "A" type footings or bells.

We gave you as our opinion that the gravel blankets would serve no useful purpose and reminded you that you had previously waived this requirement. We pointed out that as originally specified the blankets were intended to be 2' bedding under the bells and were in no way at all designed to effect erosion control. We requested that you authorize such gravel blankets as extra work.

Be that as it may, and without waiving our claim for costs and damages flowing from your belated reimposition of this requirement, we have been preparing to place such gravel blankets at Piers 18, 19 and 20 now, and at other piers later.

We must advise you that, as matters now stand, the placing of the gravel blankets at Piers 18, 19 and 20 has become an impossibility. Each gravel blanket at these piers requires approximately 100 cubic yards of gravel to be placed directly under each pier. Scour has occurred which has washed away the material originally contemplated by your design to underly and support the gravel blankets. If we attempted to place the gravel blankets at these piers at this time, they would quickly wash away. We are sure you would not wish us to engage in such an exercise in futility.

We look to you to immediately correct the scour conditions at these piers so that we can place the gravel or to rescind your requirements for the gravel blankets. You are causing us damage and delay by your failure to act and we hole you fully responsible in the premises.

copy for Legal
" " Mr Stephenson ✓

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OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 27 1964 PM
7,8,9,10,11,12,1,2,3,4,5,6

Very truly yours,

DeLONG CORPORATION

Colonel L. B. DeLong
President

LBD:rc
c.c. Robert W. Ellison

DeLONG CORPORATION
100 COLUMBIA AVE. ◇ P. O. BOX 330
ASTORIA, OREGON
TELEPHONE { AREA CODE 503
FAirfax 5-3564

RECEIVED
JAN 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

January 23, 1964

Mr. Ivan D. Merchant
Bridge Engineer
Oregon State Highway Department
Salem 10, Oregon

Gentlemen:

On January 14, 1964, we received a partial payment from you. This payment was $180,540 less than the minimum amount due us at that time.

As we understand it, you withheld $90,270 earned by us for the Pier 169A seal pour. You also deducted $90,270 earned by us on the basis that we owed you that sum which had previously been paid for the Pier 169B seal pour. You justify your withholding the $90,270 and seizing and converting the $90,270 on the ground that you now have determined that the seals poured at Pier 169 are not satisfactory to you because they are not adequate as structural members of the piers.

Your arbitrary and improper actions are, as you well know, predicated upon wholly false premises. It was your obligation to pay us for the cubic yards of seal concrete poured. You tested the seal concrete as it was poured and approved it. When the pours were complete payment was required as you recognized when you paid for the Pier 169B pour.

The sole reasons for any inadequacy of these seals lies in your original design inadequacies, your errors of calculation after scour occurred and the procedures prescribed by you. We poured these seals under conditions other than originally specified, according to your specific supervision at the site. Before we acted you vouched for the satisfactory conditions for this work in spite of our doubts.

Your action in withholding and converting our funds is a material breach of contract for which we hold you fully responsible.

We demand payment of this $180,540 forthwith without prejudice to our other rights and remedies.

Very truly yours,

DeLONG CORPORATION

Colonel L. B. DeLong
President

LBD:rc
c.c.: R. W. Ellison

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BRIDGE DIVISION
AM JAN 27 1964 PM
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copy for legal
" P.M.Stephenson ✓

DELONG CORPORATION
100 COLUMBIA AVE. P. O. BOX 330
ASTORIA, OREGON
TELEPHONE AREA CODE 503
FAirfax 5-3564

January 23, 1964

Mr. Ivan D. Merchant
Bridge Engineer
Oregon State Highway Department
Salem 10, Oregon

Gentlemen:

Receipt is acknowledged of your letter of January 22, 1964 relating to Pier 169 seals and referring to our meeting that date in Astoria. As requested by you in earlier letters we tried to give you the benefit of our observations with respect to the seals poured at Pier 169.

Your letter confirms your refusal to direct us as to the procedures which you want undertaken and your novel position that your sole responsibility is to demand seals acceptable to you, leaving all matters of procedure to us.

You know better than this. You designed the bridge and specified the procedures for building it. You specified, in writing, that

> "The true intent of the plans and specifications is to provide for the execution and completion in every detail of the work."

We have to this date and will henceforth look to you for direction as to all design and procedure, especially where changed conditions necessitate departures from your original design, plans and specifications.

Any dissatisfaction which you may have with the Pier 169 seals results solely from the limitations of your own design. You know that your design for this bridge did not anticipate the serious scour problem which has occurred. This is especially surprising in view of the fact that you stated to the State Legislature in 1959 that

> " ....because of the eddy currents created by the bridge piers, it can be expected that considerable scour will occur at the bridge. The foundations must be deep enough to guard agaainst this."

Certainly you are aware of the almost axiomatic principle that:

> "It cannot be denied that the mechanism of underscour at bridge piers is now so well understood and can now be so well predicted that unless a bridge has to be constructed at less than minimal cost, it can be designed to be safe from even the largest floods."

Despite our repeated requests, we have yet to see any evidence of scour

copy for Legal
" " PM Stephenson

DELONG CORPORATION
100 COLUMBIA AVE. P. O. BOX 330
ASTORIA, OREGON
TELEPHONE AREA CODE 503
FAirfax 5-3564

Mr. Ivan D. Merchant

studies made by your as part of your design work.

Even though your design of the seals to serve not only as seals but as structural members is not generally considered as prudent design practice, if the tremendous scour had not occurred at Pier 169, the seals poured by us would have served the purpose. After the scour, we were directed by you to pour the seals under wholly different conditions. We insisted that you vouch for the procedure directed by you and you did so, even though we quite frankly expressed our doubts to you about proceeding as directed without further erosion control, redesign and other adjustments and compensations for the changed conditions.

Your assumptions were wrong and our pours were unsuccessful in obtaining seals which could serve as structural members. This result was due solely to the scour condition. Our opinion has not changed since the initial occurrence of the scour. We believe the best practice would be for you to bring the river bottom level up to the top of the seal. Any other course would seem to us to involve the same risk as was involved in the first pours. Certainly, it would appear futile to place concrete under the same conditions which have produced unsatisfactory results before.

In order to permit us to proceed at Pier 169, please immediately furnish us with plans and specifications designed to meet the conditions as they now exist. In particular, please specify the river bottom level which you plan to obtain and the seal elevations. We also desire a statement that you are authorizing the work for your account and will be responsible for all the damage and delay which you have caused us in connection with this matter.

This letter is written without prejudice to all of our rights and remedies in the premises.

Very truly yours,

DeLONG CORPORATION

Colonel L. B. DeLong
President

RECEIVED
JAN 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 27 1964 PM
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LBD:rc
c.c.: R. W. Ellison

FORM E-30X—50M—10-62 46823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
22 January 1964

SUBJECT: Columbia River Bridge at Astoria
Piers
Bridge No. 7949
Contract 6124

To: I. Lindas
Chief Council

At the request of Mr. George Rohde I submit the following office Memo:

Meeting between DeLong Corporation and Oregon State Highway Bridge Division regarding remedial measures necessary to correct poor seals at Pier 169.

Location: John Jacob Astor Hotel
Present: DeLong Corporation
  Colonel DeLong
  Hans Wendell
  Bob McKeown
  Bob McDonald (attorney)
  Wendell Wyatt (attorney)

Oregon State Highway Department
  G. S. Paxson
  I. D. Merchant
  Geo. Rohde
  Len Wallace
  R. W. Ellison
  R. O. Cunningham

Bureau of Public Roads
  Roy Tokrud

The discussion was carried on mostly by Colonel DeLong and G. S. Paxson

Paxson: Seals not acceptable, entirely Contractors responsibility and meeting is to determine how Contractor proposes to obtain acceptable product.

Colonel DeLong: Asked for suggestions from State on what's required and how it can be done.

Colonel DeLong: The seal is not a structural member.

Paxson: Any member we design is a structural member.

Paxson: Method of correction and corrective work Contractor's responsibility. State will accept only good concrete.

Colonel DeLong: Disagrees on whose responsibility. Problem is that the seal concrete was washed by water and that seal is not acceptable as a structural member. DeLong Corporation is not the design engineer and would like to have State thoughts on corrective work.

OFFICE MEMO

Pg 2 - Meeting between DeLong Corporation and OSHD - continued

Paxson: State is, of course, design engineer but does not detail methods of work - this is Contractor's responsibility. It is the Contractors responsibility to produce the structure called for on the Plans and Specifications.

Colonel DeLong: "Well of course we are in disagreement".

Paxson: As Contractor, what is DeLong Corporation comingup with on corrective measures?

Colonel DeLong: What is acceptable?

Paxson: Plans and Specifications call for Class "A" concrete. How does DeLong Corporation propose to produce this in the seal?

Colonel DeLong: There are 3 or 4 ways which can be considered.

1. Circular cofferdam around one or both existing cofferdams then unwater the present cofferdams and dig out the existing concrete and repour this seal. Fill between circular cofferdam and present with dirt. This system presents difficulties due to inherent problems, large cost ~~or~~ and time required.

2. Build an air lock inside existing cofferdam on top of seal then work under pressure and dig out existing concrete. Limit of this system is 6½ feet of excavation. After excavation complete, weld extensions on all piles which do not extend thru present seal then pour 6½' of new concrete on top of seal. Problems: 6 - 9 months time required and $800,000 cost. Some discription of air lock construction.

Paxson: Removal of 6½ feet of concrete not sufficient due to horizontal forces involved.

Colonel DeLong: In view of this, air lock is out.

System #3. Dig seal out in dry inside present cofferdam - This not possible because cofferdam would fail.

System #4. Use high pressure jets and remove concrete to elevation (-) 65. Pressure to be 300 to 500 psi; whatever is required.

Colonel DeLong and Paxson: Discussing using some suitable spud with jet to break up the concrete which might be encountered.

Colonel DeLong: Described use of Barge 160 to obtain a controlled pattern of jetting and excavating. Sheets on one side of cofferdam to be cut low to allow access to cofferdam by leads and jets of Barge 160. To use a 10" jet and spud to loosen material then remove same with siphon. Use 8" jet in sheet pile recesses to remove material there. If this system doesn't work once started, he would be forced to go to building a cofferdam around existing cofferdams in order to complete the work (air lock system could not be used if this system failed). Before starting this system, surrounding ground should be brought up to elevation (-) 48 or (-) 50 to stabilize the cofferdam while removing material from inside. Must be careful working around piles inside in order not to damage them. Mentioned leaving any good concrete between flanges on under side of batter piles. Wondering if any good concrete encountered can be left in place.

OFFICE MEMO

Pg 3 - Meeting between DeLong Corporation and OSHD - continued

This system would require 45 to 60 days for the two cofferdams at Pier 169. Referred to the exploratory holes dug in the two seals by DeLong forces. These holes dug to 40" deep where percolation encountered. Originally anticipated digging 6' deep but stopped when percolation occurred.

Colonel DeLong and Merchant: Discussed beginning excavation at center of seal and cave all material to this area.

Colonel DeLong: Only two practical systems are No. 2 and No. 4.

Paxson: Questioned why excavation in air lock limited to 6½' depth.

Colonel DeLong: Side walls encounter batter piles.

Paxson: Should be able to go down to elevation of the bottom of the seal unless side walls of lock very wide.

Colonel DeLong: Sides to be ½" plate with stiffeners. Dome of air lock will come down as excavating and hit on extended pile. Must build lock for depth anticipated. Must have a balance with water pressure outside.

Paxson: Requested discussing the jetting system (No. 4) further.

Colonel DeLong: Other factors like responsibility to discuss.

Paxson: No point in arguing legal responsibility at this meeting - All present agreed to this.

McDonald: It is agreed we are not here to discuss legal responsibilities.

Paxson: Scour problem seems to be solved, river bottom seems to be stabilized.

Colonel DeLong: Agreed no problem here.

Paxson: If a good seal can be obtained down to elevation (-) 65 it will be adequate.

Bureau of Public Roads: Agreed with this.

Paxson: Need to come to an agreement on what concrete might be left in place.

Colonel DeLong: Circulation action of water inside cofferdam may have allowed good concrete to be placed in some areas.

Merchant: State found no good concrete during it's exploration.

Colonel DeLong: Necessary to build surrounding material up to elevation (-) 50 to provide weight against outside of cofferdam while jetting inside - Load against outside of cofferdam needed to keep cofferdam from failing.
Discussed storm and flooding of downstream cofferdam due to failure of pumps (flooded out by wave action). Calking of interlocks of sheet piles lost when cell flooded.

OFFICE MEMO

Pg 4 - Meeting between DeLong Corporation and OSHD - continued

Paxson: Asked for coffee break.

After coffee break.

Paxson: It is possible that during removal of concrete, blocks may be found that can't be broken with a spud. If kept below one foot below top of elevation of lowest pile cut off, these blocks will be acceptable in place. Good concrete which is bonded to the piles (can't be taken out without chipping hammers) can be left in place. Good concrete must be provided at the sides of the seal to provide bearing against surrounding material. Leave no material which may be erroded by current. The method of doing this is the Contractor's problem.

Colonel DeLong: It is possible to remove all material from recessed in sheet pile walls.

Paxson: This is not necessary structurally since this material outrides limits of seal, however, may be necessary for Contractors purpose of de-watering. Some suggestions Contractor may want to consider:

1. Rate of pour has been too slow for seals - this should be modified before making additional seal pours.
2. Should use more than one tremie pipe - possibly 4 or more.

Colonel DeLong: Several tremie pipes were used on Pier 170 and can be used in future.

Paxson: What was rate of pour in Pier 169 seals?

Colonel DeLong: 27 cu.yd. per hour. Can be increased by using transit trucks and barges.

Paxson: Anticipated trouble with tremie concrete flowing around lumps of concrete which may be left in place and suggested investigation of Pre-pac system.

Colonel DeLong: Pre-pac system not suitable here. Has not been too satisfactory. Was used on a Texas Tower. Works only when project set up for it and under ideal conditions.

Paxson: Referring to use of more tremies, insuring complete encasement of lumps left in place.

Colonel DeLong: Must chart bottom and know where all lumps are so every irregularity is known then more tremie pipes to insure concrete in all areas. Rate of pour must be fast - at least 80 cu. yd. per hour.

Merchant: Referred to earlier conversation with Colonel DeLong (at beginning of job) where the Colonel stated he would have a pour rate of 75 to 100 cu. yd. per hour.

Colonel DeLong: Material outside of cofferdam must be brought up to elevation (-) 50.

Paxson: Doesn't see why necessary - Past experience in bridge division doesn't show it to be necessary. State has poured many seals above stream bed.

OFFICE MEMO

Pg 5 - Meeting between DeLong Corporation and OSHD - continued

Colonel DeLong: "I feel differently about it". Requested that State write letter as to what is expected by corrective work.

Colonel DeLong: Scour action occurring at Piers 18-20, also at Pier 165. DeLong Corporation has put rip-rap around Pier 167 (2,000 cu.yd.). In order to prevent scour at time of setting 167 shells, shells were set on falsework then removed and held up above river bottom for 2 days waiting for rock to be delivered. After rock arrived, shell was lowered and rock placed to prevent scour.

Piers 18-20 must be rocked in order to allow work to proceed. Jacking barge with clam shell will be set near pier to allow placing of rock only where necessary instead of dumping it from river surface.

Paxson: State not prepared to discuss this situation at this time.

Colonel DeLong: Discussed damage to shell at Pier 166 by a light weight barge.

Merchant: After piers are completed we will put in any rip-rap necessary. This is as has been stated before. Our inspection shows over excavation to begin with instead of scour action.

Colonel DeLong: No use arguing this. Experience shows that a hole dug will fill in by current if no shells in place. When shell is placed, scour occurrs.

Merchant: DeLong Corporation should give serious thought to revising method of pouring tremie pours.

Colonel DeLong: There is no question that tremie pours must be fast and it can be increased here by use of concrete buckets, mixer trucks and buckets.

McDonald - If that is all let's adjourn.

R.W. Ellison
R. W. Ellison
Project Bridge Engineer

RECEIVED
JAN 2 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 4 - 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 31, 1964

De Long Corporation
100 Columbia Avenue
P. O. Box 330
Astoria, Oregon

Gentlemen:

Astoria Bridge
Contract No. 6124
Contract Requirements
for Precast Shell Piers

Your letter of January 23, 1964 refers to the use of a gravel blanket in the construction of type "A" precast shell piers and to scour at Piers 18, 19, and 20. The State will not agree that the low stream bed elevation under these piers is the result of scour. Soundings taken before and after shell placement show this low stream bed elevation to be caused by over excavation. Your attention is directed to Article 2.1.12 of the Standard Specifications for Highway Bridge Construction which places responsibility for excavation below plan elevation on the contractor.

By letter of November 26, 1963 the State's position on the contract requirements for the 2' backfill were stated. You now state that it is impossible to place this backfill at Piers 18, 19, and 20. The proper scheduling of the work, to complete the piers as per the contract, is yours. Prior to pouring tremie concrete in any remaining precast pier a foundation for tremie concrete at the bottom of shell elevation must be provided as required by the contract or by other methods acceptable to the State at your expense.

The placing of the backfill is a contract requirement and its elimination at certain piers, with a resultant decrease in excavation, was not a blanket exclusion. The backfill is not extra work under the contract and no extra payments are authorized.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
cc: Mr. P. M. Stephenson
Mr. L. I. Lindas
Mr. R. D. Asburry
Mr. R. W. Ellison

NOTED
P. M. STEPHENSON

RECEIVED
FEB 4 - 1964
FOR FILING

4-1803

FORM E-30X—50M—12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1964

To:

Memo to the Files

SUBJECT: Detouring Traffic on City Streets
Columbia River Bridge, Astoria
Oregon Coast Highway
Contract No. 6124

NOTED
L PORTER

Received a call this date from Jim Infinger, D.M.O., Astoria, stating that DeLong had requested to block Marine Drive or Oregon Coast Highway for three nights from 10:00 P.M. until 5:00 A.M., while he is taking down the falsework in this area, and detour the traffic via city streets over the hill to the junction of 7th Street and the Nehalem Highway.

This was discussed with Messrs. Porter, Stephenson and Merchant. It was decided to not object to this detouring plan providing DeLong Corporation made an agreement with the City for use of the city streets, that the City fully concurred in the plan, that no buses or trucks be routed over the detour with other provisions being made for them to go through the work area with a minimum amount of delay, and that the State Highway Department would be held blameless for any damage or cost incurred therein.

This information was telephoned to Jim Infinger and Bob Cunningham this date.

John E Canfield for
R. D. Asburry
Division Engineer

RDA:AM
cc Mr. R. L. Porter
Mr. R. M. Smith
Mr. R. W. Ellison
Mr. Ivan Merchant

RECEIVED
JAN 29 1964
FOR FILING

...KSON, CHAIRMAN
...NTLEY, MEMBER
...MPSON, MEMBER

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Astoria, Oregon
22 January 1964

Columbia River Bridge at Astoria
Piers
Bridge No. 7949
Contract 6124
Pier 169 Seals

DeLong Corporation
P.O. Box 330
Astoria, Oregon

Gentlemen:

Your letter of January 14, 1964, asked our reasons for rejecting the seals in both foundations of Pier No. 169. Our investigation, confirmed by your own investigation, showed that a great part of the material consists of layers of cement residue or laitance and uncemented sand and gravel. It is the State's position, with which you concurred at our meeting this date, that the present seals are not structurally adequate.

At this meeting set up by you at the John Jacob Astor Motor Hotel in Astoria the State's engineers met with you to discuss the matter and to be informed concerning your proposal for remedial measures. During this discussion the State set forth the following criteria as the minimum acceptable results in compliance with the contract: The material in the existing seals is to be removed down to elevation -65 and replaced with concrete conforming to the contract for the project. In the removal of the existing seal it is anticipated that fragments or lumps of sound concrete may be encountered that can not be broken into sizes that can be removed by any practical method. Should such fragments be encountered they shall be disposed of so that no part of them shall be above a plane one foot below the elevation of the lowest pile cut-off as shown on the plans. The elevation of this plane is -56. Any such fragments or lumps shall be in such position that placement of the concrete of the replacement seal can be accomplished satisfactorily with the fragments or lumps completely embedded.

It is anticipated that some concrete may be found tightly bonded or attached to the foundation piles. Should such a condition be found, such tightly bonded concrete may be left bonded to the piles and the new or replacement seal placed around them.

The procedure adopted to produce an acceptable seal, as was stated at the meeting, is left to the option of the contractor and is his complete responsibility.

Upon the completion of the replacement seal and the unwatering of the cofferdams the State shall have opportunity to core drill the seal to determine that it conforms to the contract.

BRIDGE DIV.
OREGON STATE HIGHWAY DEPT.
RECEIVED

Very truly yours

R.W. Ellison

R. W. Ellison
Project Bridge Engineer

RWE:her
cc: I. D. Merchant
R. D. Asburry

NOTED
P. M. STEPHENSON

Astoria, Oregon
22 January 1964
Columbia River Bridge at Astoria
Piers
Bridge Nol 7949
Contract 6124

Office Memo

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- Wendell Wyatt (attorney)

Oregon State Highway Department
- G. S. Paxson
- I. D. Merchant
- G. Rohde
- Len Wallace
- R. W. Ellison
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Bureau of Public Roads
- Roy Tokrud

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OFFICE MEMO

Pg 2 - Meeting Between DeLong Corporation and OSHD - continued

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OFFICE MEMO

Re: – Meeting between DeLong Corporation and [illegible] – continued

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McDonald - If that is all let's adjourn.

R. W. Ellison,
Project Bridge Engineer

RECEIVED
JAN 14 1964

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1964

To: MEMO TO FILES

SUBJECT: Columbia River Bridge at Astoria
Pier 169 Seals
Contract No. 6124
Bridge 7949

To determine remedial measures on Pier 169 seals that would be acceptable, a meeting was held in my office. Present were Russell Stevenson and Roy Tokerud of the B.P.R., G. S. Paxson, R. W. Ellison, and myself.

A letter was written to the DeLong Corp. and, in addition, I phoned Colonel DeLong and read the letter to him. It has been assumed that the contractor will propose a method of intrusion grouting of the sand and gravel layers. On that basis, the following minimum requirements have been set up as being agreeable to the B.P.R. and State.

1. Grout pipes to be carried thru sand and gravel layers for the purpose of solidification to permit stripping and removal of top surfaces as required by 2. below.
2. Existing material to be removed to top of grouted materials.
3. All pile within seal to be exposed 1' minimum and re-poured with Class "A" Concrete poured in the dry.
4. 2,000 pounds per square inch in grouted material on 4" diameter x 8" long core specimen.
5. A minimum of twenty 4" core holes in each seal. More to be drilled if poor strengths are encountered. Drill holes to be to elevation -62. Holes located as directed by the engineer.

Ivan D. Merchant
Bridge Engineer

IDM:vt
cc: B.P.R.-Roy Tokerud (2)
P. M. Stephenson
R. W. Ellison
L. I. Lindas
I. D. Merchant

NOTED
P. M. STEPHENSON

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

1-10-64

This copy for:
Contractor . . . . ☐
Division Engineer ☐
Resident Engineer ☐
Salem Office . . . ☐

ORLGON STATE HIGHWAY DEPARTMENT

RECORD OF EXTRA WORK BILLS

To accompany:
Estimate No. 14
Contract No. [illegible]

Extra Work Order No.	Type of Work	Amount of Bill as Approved by Resident Engineer	Amount of Bill as Paid on This Month's Estimate	REMARKS (Note—Resident Engineer will make no entries on right half of this sheet)
2	[illegible]	[illegible]	[illegible]	

[illegible] Resident Engineer — [illegible] Total amount of force account paid this estimate.

[illegible] Total previously paid.

[illegible] Mail Address — [illegible] T[illegible] account work.

INSTRUCTIONS

When extra work bills are submitted with an estimate, this form shall accompany the bills. Four copies of this form shall be submitted to the Salem Office.

Salem Office, after supplying information as to bills passed for payment, will send one copy to Contractor, one to Division Engineer and one to Resident Engineer, retaining the fourth copy.

[illegible] State Printing

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Section Columbia River Br., Astoria, Ore. - Pt. Ellice, Wn. .... County Clatsop, Ore. - Pacific, Wn. Work

Kind of work Substructure for steel spans .... Route U. S. 101 .... F.A.P. No. [illegible] .... Spe

Contractor [illegible] .... Date of award June [illegible], 1962 .... Work begun .... Esti

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Quantity	A
SCHEDULE IA (PIER 5, ALT. A)										
1. Shoring, cribbing, etc.	All Required				100	00				
2. Structural excavation	Cu. yds.	15	00	300	4,500	00				
3. Str. [illegible] below Ele. shown	Cu. yds.	30	00	20	600	00				
4. Tremie Concrete	Cu. yds.	50	00	580	29,000	00				
5. Class "A" Concrete	Cu. yds.	157	50	520	81,900	00				
6. Metal reinforcement	Lbs.		15	[illegible]	8,[illegible]	00				
Total amount of bid, Schedule IA					[illegible]	00				
SCHEDULE IB (PIER 5, ALT. B)										
(Bid Items 7-12, inclusive omitted)										
SCHEDULE IIA (PIERS 6 [illegible] 32, ALT. A)										
13. Shoring, cribbing, etc.	All Required					00			[illegible]	
14. Structural excavation	Cu. yds.	1	00	11,000	11,000	00				
15. Str. [illegible] below Ele. shown	Cu. yds.	1	00	600	600	00				
Treated 14" [illegible]	Lin. ft.	[illegible]	[illegible]	[illegible]	[illegible]	00			[illegible]	[illegible]
17. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	
18. Tremie Concrete	Cu. yds.	30	00	13,[illegible]	[illegible]	[illegible]				
19. Class "A" Concrete	Cu. yds.	113	75	5,[illegible]	[illegible]	[illegible]				
20. Metal Reinforcement	Lbs.		16	[illegible]	[illegible]	[illegible]				
Total amount of bid, Schedule IIA					1,[illegible]	[illegible]				
Totals										

Road and Bridge Contractor's Estimate Page 1 of 5 | 34

Coos/Clatsop, Ore. Pacific, Wa. Work done to [illegible] | Estimate No. [illegible]

FAP No. [illegible] (14) | Estimated date of completion [illegible] | Contract No. 6324

June 19, 1962 | Work begun [illegible] | Estimated date of completion | Job prefix [illegible]

Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	Previous Estimate Quantity	Previous Estimate Amount	Present Estimate Quantity	Present Estimate Amount
100	00								
4,500	00								
600	00								
29,000	00								
81,000	00								
8,000	00								
24,100	00								
[illegible]	00								
11,000	00			820	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] 00
[illegible]	00								
254,500	00			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
73,854	00				[illegible]		[illegible]		[illegible] 00
[illegible]	00								
641,250	00								
128,000	00								
474,[illegible]	00								

OREGON STATE HIGHWAY DEPARTMENT **Monthly Cost Report and Bridge Contractor's E**

Section Columbia River Br., Astoria, Ore.-Pt. Ellice, Wa. County Clatsop, Ore.-Pacific, Wa. Wor

Kind of work Substructure for [illegible] spans Highway U. S. 101 Fed. Aid [illegible](14) Spec

Contractor DeLong Corp. [illegible] Date of award June [illegible], 1962 Work begun [illegible]

Item	Unit	Unit Price		Original Authorization Quantity	Amount		Engineer's Corrected to Date Quantity	Amount		Performed to Date Quantity	A
SCHEDULE IIB, (PIERS 6 THROUGH 12, ALT. B)							[illegible]	[illegible]			
(Bid items 21-28 [illegible])											
SCHEDULE IIIA, (PIERS 13 THROUGH 20, ALT. A)											
29. Shoring, cribbing, etc.	All Required	1			[illegible]	00					
30. Structural excavation	Cu.yds.	1	[illegible]	5,000	5,000	00				6,[illegible]	
31. Str. Exc. below Ele. [illegible]	Cu.yds.	1	[illegible]	900	900	00					
32. Furnish 14" prestressed [illegible]	Lin.ft.	[illegible]	00	14,[illegible]	73,[illegible]	00				[illegible]	
33. Drive prestressed piles	Only	45	[illegible]	[illegible]	14,[illegible]	00				[illegible]	
34. Load Test prestressed pile	Only	25	[illegible]	[illegible]	25[illegible]	00				3	
35. Tremie concrete	Cu.yds.	30	00	3,700	111,000	00					
36. Class "A" Concrete	Cu.yds.	111	75	2,[illegible]	273,[illegible]	00				[illegible]	
37. Metal reinforcement	Lbs.		16	[illegible],000	9[illegible],800	00				[illegible]	
Total amount of bid, Schedule IIIA					[illegible]94,937	00					
SCHEDULE IIIB, (PIERS 13 THROUGH 20, ALT. B)											
(Bid items 38-[illegible] [illegible])											
SCHEDULE IVA, (PIERS [illegible] THROUGH [illegible], ALT. A)											
47. Shoring, cribbing, etc.	All Required				[illegible]						
48. Structural excavation	Cu.yds.	[illegible]	[illegible]	9,000	9,000	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
49. Str. Exc. below Ele. [illegible] Tide	Cu.yds.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	

ort and Bridge Contractor's [illegible] Page 2 of 5

County Clatsop, Ore., Pacific, Wa., Work done to [illegible] Estimate No. 14

S 101 [illegible] Contract No. 6124

e [illegible], 1962 Work begun [illegible] Date [illegible] 1963

[illegible]ation	Estimate Corrected to Date		[illegible] to Date		Previous Estimate		Present Estimate	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	[illegible]	[illegible]		-0-		-0-		-0-
100 00								
6,000 00			6,[illegible]	6,[illegible]	6,[illegible]	6,[illegible]	-0-	-0-
300 00				-0-		-0-		-0-
3,500 00			13,[illegible]	[illegible]	13,[illegible]	[illegible]	-0-	-0-
4,112 00			[illegible]	[illegible]	[illegible]	[illegible]	-0-	-0-
5,000 00			[illegible]	[illegible]		[illegible]	-0-	[illegible]
1,000 00				-0-		-0-		
3,123 00			[illegible]	[illegible]	-0-	-0-	[illegible]	[illegible]
2,800 00			[illegible]	[illegible]	-0-		[illegible]	[illegible]
4,937 00								
[illegible]								
9,000 00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		-0-	
[illegible]	[illegible]	[illegible]	-0-	-0-	-0-	-0-	-0-	[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report — Bridge Contractor's

Section Columbia River Br., Astoria, Ore. [illegible], Wn. County Clatsop, Oreg., Pacific, Wn.

Kind of work Substructure [illegible] Highway U. S. 101 FAP No. U-F-[illegible](14)

Contractor [illegible] Corporation Date of [illegible] June 30, 1962 Work begun [illegible]-62

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount		Performed Quantity
50. Furnish 14" prestressed pi	Lin. ft.	[illegible]	[illegible]	6,[illegible]	24,000	00	[illegible]15	26,[illegible]	00	7,122
51. Furnish Timber Piling	Lin. ft.	1	00	41,600	41,600	00	[illegible]	41,[illegible]	00	41,795
52. Drive prestressed piles	Only	48	00	136	6,5[illegible]	00	141	6,7[illegible]	00	129
53. Drive Timber piles	Only	40	00	640	25,600	00	same	same		[illegible]
54. Load test timber piles	Only	25,000	00	1	25,000	00				1
55. Tremie Concrete	Cu. yds.	[illegible]	[illegible]	8,[illegible]	2[illegible]	00				7,9[illegible]
56. Class "A" Concrete	Cu. yds.	11[illegible]	75	5,[illegible]	593,750	00				3,[illegible]
57 Metal Reinforcement	Lbs.		16	[illegible]	163,000	00				[illegible]
Total amount of bid, Schedule IVA					1,162,075	00				
SCHEDULE IVB (PIERS 160 THROUGH 167, ALT B)										
(Bid Items 58-68 inclusive, omitted)										
SCHEDULE V (PIERS 168 THROUGH 171)										
69. Shoring, cribbing, etc.	All Required				4[illegible]	00				[illegible]
70. Structural excavation	Cu. yds.	1	[illegible]	30,000	[illegible]	00				[illegible]
71. [illegible] exc. below elev. [illegible]	Cu. yds.	1	[illegible]	1,000	[illegible]	00				1,[illegible]
72. Furnish 14" prestressed pi	Lin. ft.	[illegible]	[illegible]	4,[illegible]	19,[illegible]	[illegible]				[illegible]
73. Furn. timber piling	Lin. ft.	1	00	16,[illegible]	16,[illegible]	00				[illegible]
74. Furnish treated timber pi	Lin. ft.	2	[illegible]	76,[illegible]	1[illegible]	00				
75. Furnish 14BP73 steel pile	Lin. ft.	7	00	[illegible]	1,016,[illegible]	00				115,[illegible]
76. Drive prestressed piles	Only	48	[illegible]	[illegible]	6,144	00				[illegible]
Totals										

[illegible] Report [illegible] Contractor's [illegible] Page 3 of 5

[illegible] C[illegible] Bishop, [illegible] Work done to [illegible] Estimate No. 14
U. S. 101 FAP [illegible] (14) [illegible] date of completion [illegible] Contract No. 6124
June 29, 1[illegible]2 Work began [illegible] [illegible] date of completion [illegible] Job [illegible] 1703

[illegible] Authorization		[illegible] Corrected to Date		Performed to Date		Previous Estimate		[illegible] Estimate	
	Amount	[illegible]tity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	34,000 00	[illegible],215	26,[illegible] 00	[illegible],182	21,[illegible]	[illegible]	[illegible]	[illegible]	-0-
	41,600 00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-0-	-0-
	6,528 00	[illegible]	6,[illegible] 00	[illegible]	6,[illegible]	[illegible]	6,[illegible]	-0-	-0-
	25,600 00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-0-	-0-
	25,000 00			1	[illegible]	1	[illegible]	-0-	-0-
	298,000 00			2,[illegible]	[illegible]	2,[illegible]	[illegible]	[illegible]	[illegible]
	593,750 00			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	168,[illegible] 00			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	1,162,075 00								
	435,[illegible] 00			[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
	[illegible] 00			[illegible]	[illegible]	[illegible]	[illegible]	-0-	-0-
	[illegible] 00			[illegible]	[illegible]	[illegible]		-0-	-0-
	[illegible] 00			[illegible]	[illegible]	[illegible]	[illegible]	-0-	-0-
	16,120 00			[illegible]	[illegible]	[illegible]	[illegible]	-0-	-0-
	152,720 00				[illegible]				-0-
	1,016,700 00			115,[illegible]	[illegible]	[illegible]	20,[illegible]	-0-	-0-
	6,144 00			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Columbia River Br., Astoria, Ore. - Pt. Ellice, Wn. County Clatsop, Ore.-Pacific, Wn.

Kind of work Substructure for steel spans Highway U. S. 101 FAP No. U [illegible] (14)

Contractor DeLong Corporation Date of award June [illegible], 1962 Work begun 11-5-62

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Completed to Date Quantity	Estimate Completed to Date Amount		Performed Quantity	
77. Drive Timber piles	Only	40	00	248	9,920	00	Same	Same		1[illegible]8	
78. Drive treated timber piles	[illegible]	40	00	758	30,320	00					
79. Drive steel piles	Only	100	00	1,056	105,6[illegible]	[illegible]				1,059	10
80. Splice Steel piles	Only	20	00	250	5,0[illegible]	[illegible]					
81. Seal Concrete	Cu.yds.	30	00	11,000	330,000	00				3,[illegible]	11[illegible]
82. Class "A" Concrete	Cu.yds.	75	00	17,000	1,275,0[illegible]	[illegible]				7,[illegible]	55
83. Metal reinforcement	Lbs.		15	2,500,000	375,000	00				1,1[illegible]	15
84. Structural steel	All Required		1		[illegible]	[illegible]				[illegible]	
85. Treated timber in place	[illegible]	[illegible]	[illegible]	440	105,[illegible]	[illegible]					
Total amount of bid, Schedule V					4,053,[illegible]	[illegible]					
SCHEDULE VI (PIERS 172 THROUGH 175 AND SPANS 172 173 AND 174)											
86. Staging, cradling, etc.	All Required		1		[illegible]	00		5,[illegible]	00	[illegible]	
87. Structural excavation	Cu.yd.	3	00	1,800	5,400	00	2,000	6,[illegible]	00	[illegible]	
88. Spec. Exc. below elev. [illegible]	Cu.yd.	[illegible]	00	100	[illegible]	00		-0-			
89. [illegible] 10"P42 steel piles	Lin.ft.	4	00	6,[illegible]35	25,[illegible]	00	6,[illegible]	25,[illegible]	00	6,[illegible]	
90. Drive steel piles	Only	30	00	224	6,7[illegible]	00	[illegible]	[illegible]	00	[illegible]	
91. Splice steel piles	[illegible]	20	00	30	[illegible]	00	70	1,[illegible]	00	70	
92. Class "A" Concrete	Cu.yds.	[illegible]	00	4,400	2[illegible],000	00	[illegible]	[illegible]		[illegible]	
93. Metal reinforcement	Lbs.		15	[illegible]	135,[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	1
94. Metal [illegible] railing	Lin.ft.	20	00	820	16,400	00	[illegible]	1[illegible]	00		
Total amount of bid, Schedule VI					458,[illegible]0	00					

Totals

...t Report and Bridge Contractor's Estimate Page 4 of 5

...... County Clatsop, ... Pacific, Mo. ... Work done to [illegible] ... Estimate No. 34

...S. 101 ...... FAP No. [illegible] 1(14) ... [illegible] ... Contract No. [illegible]

... June [illegible], 1962 ...... Work begun 11-5-[illegible] ... [illegible] ... Job [illegible] 4 [illegible] 03

...horization		Estimate C... ...ted to Date			... Date			[illegible]			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
7,920	00	Same	Same		[illegible]	6,[illegible]	00	[illegible]	[illegible]		-0-	-0-	
30,320	00					-0-			-0-			-0-	
105,600	00				1,[illegible]	105,[illegible]	00	1,[illegible]	105,[illegible]	00	-0-	-0-	
5,000	00					-0-			-0-			-0-	
330,000	00				3,[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]	00
275,000	00				7,[illegible]	[illegible]	00	7,[illegible]	[illegible]		-0-	[illegible]	
375,000	00				[illegible]	[illegible]		1,[illegible]	[illegible]		-0-	-0-	
50,000	00				[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
205,0[illegible]	00					-0-			[illegible]			-0-	
053,76[illegible]	00												
...D 174)													
5,000	00		[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]		-0-	[illegible]	
5,400	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		-0-	-0-	
[illegible]	00		-0-			-0-						-0-	
25,[illegible]20	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	00	-0-	-0-	
6,[illegible]	00	[illegible]	[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]		-0-	-0-	
[illegible]	00	7[illegible]	1,[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]		-0-	[illegible]	
[illegible]4,000	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
135,[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]	
16,400	00	[illegible]	[illegible]	00		[illegible]			-0-			[illegible]	
458,840	00												

[illegible]:				
[illegible]	35	[illegible]		[illegible]
[illegible]	35	0	[illegible]	[illegible]
[illegible]	35	0	[illegible]	[illegible]
[illegible]	35	0	[illegible]	[illegible]
[illegible]	[illegible]	4	[illegible]	[illegible]
[illegible]:				27

OREGON STATE HIGHWAY DEPARTMENT [illegible] Final Report and Bridge Engineer's

Section Columbia River Br., Astoria, [illegible] Va. County Clatsop, Ore. Pacific, Wn. ... We

Kind of work Substructure [illegible] Highway U. S. 101 FAP No. U.F. 002-1(14) ... Sp

Contractor De Long Corporation Date of award June 29, 1962 Work began 11-2-62 ... Est

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount		Performed to Quantity	
Total Contract Amount					7,863,033	00		[illegible]	00		8,[illegible]
Contingencies					354,308	99		334,[illegible]	11		
Materials on hand ([illegible])											27
P.A. #1 portable office	all required						ALL	4[illegible]	00	all	
P.A. #2 [illegible]	all required						ALL	[illegible]	00		
P.A. #3 [illegible] adjustment	[illegible]		[illegible]					-0-			
P.A. #4 [illegible] Concrete	all required						ALL	[illegible]	00	[illegible]	
P.A. #7 [illegible]	all required						ALL	4[illegible]6	00	all	
[illegible]								[illegible]	[illegible]		
[illegible]								[illegible]			[illegible]
[illegible]								[illegible]	[illegible]		
[illegible]								[illegible]	[illegible]		
[illegible]								[illegible]	[illegible]		
[illegible]								7[illegible]	55		
[illegible] Contract [illegible]								[illegible]	[illegible]		
[illegible] (Copy of [illegible])					[illegible]	00		[illegible]			
[illegible]					6[illegible]	[illegible]		[illegible]			[illegible]
					[illegible]	63		[illegible]			

Amount Retained @ 5 %

Total Payments

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the estimate corrected to date exceeds the [illegible] of the [illegible] authorization for construction show the per cent of excess in space "b".

(a)

(b)

Correct

Approved

[illegible] County [illegible] [illegible]

S. [illegible] F.A.P. No. [illegible] (12) [illegible] [illegible]

June 29, 1962 Work begun [illegible] [illegible] [illegible]

horization		[illegible] Corrected to date			[illegible] to Date			[illegible]			[illegible]		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
63,033	00		[illegible]	00		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]
354,308	99		33[illegible]	11									
						27[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]
		All	[illegible]	00	all	[illegible]	00	all	[illegible]	[illegible]	-0-	-0-	
		All	72	00		-0-			-0-			-0-	
			-0-			-0-			-0-			-0-	
		All	[illegible]	00	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	-0-	-0-	
		All	[illegible]	00	all	[illegible]		all	[illegible]		-0-	-0-	
			[illegible]	[illegible]		[illegible]	[illegible]		[illegible]		-0-	-0-	
			[illegible]			[illegible]	[illegible]		[illegible]			[illegible]	[illegible]
			[illegible]	[illegible]		[illegible]			[illegible]		-0-	-0-	
			57	[illegible]		[illegible]			[illegible]	[illegible]	-0-	-0-	
			90	[illegible]		[illegible]			[illegible]		-0-	-0-	
			71	56		[illegible]			[illegible]	[illegible]	-0-	-0-	
			[illegible]			[illegible]			[illegible]	[illegible]	-0-	-0-	
5,000	00		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]	
620,889	68		[illegible]			[illegible]							
887,[illegible]	[illegible]		[illegible]			[illegible]	[illegible]		[illegible]			[illegible]	[illegible]

Amount Retained @ 5 %

Total Payments

(b)

Correct [illegible] Engineer

Approved [illegible], Division Engineer

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JAN 10 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 7, 1964

De Long Corporation
P. O. Box 330
Astoria, Oregon

Gentlemen:

Columbia River Bridge at Astoria
Construction Coordination-Contract No. 6124
Bridge No. 7949

By letter of December 13, 1963 you were advised that the American Bridge Division would begin falsework installation and steel erection at Pier 170 in January of 1964.

This is to advise you that the American Bridge Division are to be given physical possession of Pier 170 and the surrounding area necessary for their operations on January 20, 1964. This is notification to you that as of January 20, 1964 that a temporary suspension of work insofar as the installation of the fender system at Pier 170 will be placed in effect with this temporary suspension of work applicable only to Unit No. 1 of the contract.

You are requested to complete your work in the vicinity of Pier 170 as to falsework removal, backfilling around Pier 170, etc., previous to the January 20 date so that this area and Pier 170 may be made available to the American Bridge Division for steel erection operations.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

NOTED
P. M. STEPHENSON

IDM/mn
cc: Mr. R. W. Ellison
Mr. Ray Asburry
Mr. P. M. Stephenson ✓
Mr. L. I. Lindas

[illegible]

RECEIVED
DEC 27 1963
FOR FILING

December 20, 1963

DeLong Corporation
100 Columbia
Astoria, Oregon

Gentlemen:

On February 15, 1963, the submarine telephone cable of this Company between Astoria, Oregon and Point Ellice, Washington was severed approximately 750 feet east of Pier 12, Engineer's Station 142 - 92 of the Columbia River bridge. As you are aware, it is our position that this cable was cut by the actions of your employees. Not only did this constitute a trespass to property but it occurred through the negligence of your employees. Despite both constructive and actual knowledge of the existence of this cable your employees conducted anchoring operations disregarding the presence of this cable.

In addition to causing severe disruption of service to the public and our subscribers, this conduct resulted in an actual cost to this Company in replacing the cable of $8,714.41.

We have been advised by your insurance company that it has declined our claim. This will advise you that unless this claim is paid or we hear from you by January 15, 1964, we will feel forced to pursue our legal remedies.

We are not aware of any particular dispute concerning the factual situation or your liability. We are unable to understand your unwillingness to recognize your obligation.

Copies of this letter are going to the Oregon State Highway Commission, your insurance carrier and the surety on your performance bond covering this project. To the extent

NOTED
R. L. PORTER

DeLong Corporation
December 20, 1963
Page 2

that they are not already aware of it, we are by these copies advising them of the existence of this claim.

Very truly yours,

Donald W. Morrison

General Attorney

cc: Oregon State Highway Commission
Salem, Oregon

The Travelers Insurance Company
421 S. W. Sixth
Portland, Oregon 97204

The Travelers Indemnity Company
421 S. W. Sixth
Portland, Oregon 97204

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OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 50M 3-63

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6124

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 13, 1963

DeLong Corporation
Box 330
Astoria, Oregon

Columbia River Bridge at Astoria
Construction coordination
Contract #6124 Bridge #7949

Gentlemen:

Contract No. 6124 calls for the completion of Unit No. 1 on or before October 31, 1963. Wording in the Specifications for the date of completion of Unit No. 1 is as follows: "Piers No. 170 through 175, including pier fenders and spans No. 172, 173, and 174 shall be completed on or before October 31, 1963." Dates of completion for Units 1, 2, 3, and 4 were set up in the Specifications for this contract to permit orderly completion of all work under this contract. It is necessary that the American Bridge Company, holders of the superstructures contract, be permitted to begin their operations.

Your progress schedule dated October 3, and submitted to our project engineer that date, indicates that Spans No. 172, 173 and 174 will be completed Nov. 30; also that fender pile installation at Pier 170 will not begin until April 1, 1964. American Bridge Co. is presently assembling equipment for pile driving and steel erection. Their first operation will be the driving of falsework piling in Span No. 171, which work is scheduled to begin the week of Dec. 16th and with falsework piling for Spans 169 and 170 to be driven immediately south of Pier 170 following falsework pile driving for Span No. 171. You are hereby directed to make these areas available to the American Bridge Co. for their preliminary operations and subsequent steel erection.

The present schedule is for American Bridge Company to begin steel erection in Span 171 about January 20 and tower erection on Pier 170 immediately thereafter. Immediately prior to the beginning of steel erection on Pier 170, the State will take physical possession of Pier No. 170 and adjacent areas needed by the American Bridge Company for their operations. At such time as the State takes control of Pier No. 170, the State will notify you of the temporary suspension of work on that pier as to Unit No. 1 only, which will be cause for an extension of time without assessment of liquidated damages insofar as it actually delays your operations on the work necessary to complete Unit No. 1 in its entirety. It is expected that you will proceed vigorously with any remaining work necessary to complete Unit No. 1, except the fender placement, prior to the State's taking possession of Pier 170.

NOTED
P. M. STEPHENSON

I might state, in closing, that we placed much reliance on the latest progress schedule furnished us by your company, which progress estimate indicated you would not start fender pile installation until April 1, 1964; hence the present schedule for the American Bridge Company to begin steel erection about January 20th. Of course, had your progress been on schedule so that you might have met your completion dates in the first instance, none of the above would have been necessary; but under the circumstances, this is the best we can do for you.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:al

CC: ✓ P. M. Stephenson
R. W. Ellison
Leonard Lindas

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6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1963

SUBJECT: Astoria Bridge
DeLong Corporation
Contract No. 6124

To: Mr. Arnold Kahler
Payroll and Claims Supervisor
Building

Contract No. 6124, covering the construction of piers for the Astoria Bridge, is comprised of four units. The contract provides for certain completion dates as follows:

Unit 1 - to be completed on or before October 31, 1963
Unit 2 - to be completed on or before November 30, 1963
Unit 3 - to be completed on or before January 31, 1964
Unit 4 - to be completed on or before June 30, 1964

The contract also provides that, if the units are not completed on or before the dates prescribed, liquidated damages in the amount of $2,000 per calendar day will be assessed against the contractor. As of this date, neither unit 1 nor 2 have been completed.

Our Chief Counsel has advised that to deduct liquidated damages from current estimates at this time would probably result in a law suit.

However, in order to protect the State's interest, no estimate payments will be made after the assessments for liquidated damages reach 50% of the retainage. This could possibly happen some time between the December and March estimate payments.

Will you kindly submit all estimate payments on subject contract subsequent to the estimate covering work performed to December 10, 1963, for my approval.

C. H. Maison
Controller

CHM:jc

NOTED
R. L. PORTER

cc: R. L. Porter
P. M. Stephenson
I. D. Merchant
D. B. Taylor
D. F. Wolfe

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
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DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 26, 1963

DeLong Corporation
P. O. Box 330
Astoria, Oregon

Re: Columbia River Bridge @ Astoria
Contract No. 6124
Pile Driving
Rock and Gravel Backfill

Gentlemen:

This is in answer to your letters of November 20 and 21 regarding the plan requirement of a rock or gravel backfill for Type A piers, and your letter of November 20 regarding jetting limits of foundation piling.

These items are discussed in order as follows:

Drawing 17613 has a view titled "Excavation Diagram Alternate-A Footings". Letter of Addendum Date June 13, 1962, Article 2.1.8 Backfill states "Backfill for Alternate 'A' type footings shall be reasonably well graded crushed or uncrushed rock or gravel and suitable for the use for which it is intended". The purpose of this blanket is to prevent contamination of the seal concrete by the streambed material and furnish a firm foundation for the tremie concrete filler.

In those type "A" piers constructed to date, you were permitted to eliminate this blanket as the State's divers indicated the streambed material to be sufficiently firm that no contamination would occur. It is the State's belief that on future type "A" piers, this blanket should be placed as provided in the plans. No change order is required. You are hereby directed to comply with the requirements of the plans and specifications in placing the rock or gravel blanket. This is confirmation of the directions transmitted to you by the Project Engineer in his letter of November 12, 1963.

Your second letter of November 20 relates to jetting of foundation piling. The specifications require foundation piling to be driven for penetration in Piers 6 to 169 inclusive with the further requirement that the last fifteen feet of the pile shall be driven without the use of jets. In certain piers the State has modified the jetting requirement. However, modification of the jetting requirement is dependent on driving conditions and was not a blanket approval on any future driving.

In Pier 17 the first piling were driven as per the contract without difficulty; however, you chose to disregard the State's instructions and drove the remainder of the piling without regard for the contract requirements. My phone call and letter of November 20 informed you that piling driven in violation of the contract requirements are not acceptable. Letters of November 18 and 19 from the Project Engineer also informed you that piling in Pier 17 must be driven as required by the contract documents. A sketch is being prepared for the Project Engineer indicating necessary revisions.

R. W. Ellison, P. O. Box 686, Astoria, is Project Engineer and representative of the State on Contract 6124. All correspondence relating to this contract should be sent to Mr. Ellison, unless you desire to send it directly to this office with a copy to Mr. Ellison.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:vt

cc: The Travelers Indemnity Company
Fidelity and Surety Department
700 Main Street
Hartford 15, Connecticut

The Travelers Indemnity Company
Equitable Building
Portland, Oregon

Mr. R. W. Ellison - 8 copies of Drwg. A-38
Mr. R. D. Asburry
Mr. Forrest Cooper
Mr. Leonard I. Lindas

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OFFICE OF
STATE HIGHWAY ENGINEER

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6134

November 13, 1963

Oregon State Highway Commission

Gentlemen:

Herewith a report on a situation that has been developing in connection with the construction of the Astoria Bridge piers.

Bids were received for this project on June 27, 1962, and I am attaching a tabulation for your information. The low bidder was the DeLong Corporation of New York and the contract was awarded to this Corporation in an amount of $7,868,033 on June 29, 1962.

Mr. DeLong was extremely slow in getting under way on the project, work of substantial character not being started until November 15, 1962.

The contractor is behind schedule approximately six months and it is evident that he will remain behind schedule. In the meantime, a contract has been awarded for the superstructure of the bridge and, of course, this contractor cannot begin erection of steel until Mr. DeLong has substantially finished the work on the piers. At the present time, Mr. DeLong has completed work in an amount of $3,520,000.

During the construction operations, a relatively minor problem occurred in the construction of pier No. 169, which is at the north side of the ship channel on the Astoria end of the bridge; this pier being a support for the main span of the bridge.

Major items of work consist of driving pile footings, placing of a cofferdam, pouring of seal within the cofferdam, unwatering the cofferdam, and then proceeding with the construction of the pier itself. During the course of the work and after the cofferdam had been driven, scour occurred in the bed of the Columbia River, exposing the bottom of the cofferdam. This has been corrected by means suggested by the Highway Department and there is no reason why Mr. DeLong should not proceed with the construction of the pier.

For reasons best known to him, he has been making a concerted effort to have the contract set aside at least as it relates to this pier, claiming, in effect, changed conditions. Several meetings have been held with Mr. DeLong and his attorney, the State taking the position that Mr. DeLong has the contract to build the bridge, that nothing strange or unusual has occurred, that the information furnished to him at the time of bidding was substantially correct, and there is not sufficient grounds for setting aside of the contract.

As of the present time, Mr. DeLong has indicated that he will proceed with the construction of Pier 109. He has driven the piling on the downstream segment of the pier and states that he will proceed from there. Although he has not said so definitely, he has not intimated that he would pour the seal in the upstream segment of this pier.

Our attorneys have been kept abreast of all of the developments in this matter and have had conferences with Mr. DeLong and his attorney. It would appear at the moment that we should maintain our position that Mr. DeLong has a contract to build the bridge piers and insist that he do so. He has threatened to "walk away" from the contract which would bring into being another set of circumstances, which we will meet when they arise.

The purpose of this letter is to alert you as to possible problems in connection with this bridge so that you may be informed. I will give you any additional details that you wish.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn
Encl.

cc R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. I. Lindas

LIST OF BIDDERS
ASTORIA BRIDGE

Delong Corporation New York 6, New York	$ 7,868,033.00
Massman Construction Company & Johnson,Drake & Piper, Incorporated Kansas City, Missouri	$ 8,170,615.00
General Construction Company & Manson Construction & Engineering Company Portland, Oregon	$ 8,626,380.60
Guy F. Atkinson Company South San Francisco, California	$ 8,824,005.00
Peter Kiewit Sons' Company Omaha 31, Nebraska	$ 8,880,456.50
Pomeroy-Bates & Rogers-Steers Gerwick San Francisco 11, California	$10,153,477.00
Morrison-Knudsen Incorporated & Puget Sound Bridge Company & Le Boeuf Seattle, Washington	$10,429,628.00

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Salem, Oregon
November 13, 1963

R. L. Porter
Deputy State Higway Engineer
OFFICE

As we seem to be in a controversy re the construction of the piers for the Astoria Bridge, please be extremely sure that our estimates reflect only work done and that no overpayments are made. We should be fair but conservative.

Forrest Cooper
State Higway Engineer

FC:fn

cc P. M. Stephenson
Victor D. Wolfe
Ivan Merchant

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Salem, Oregon
November 8, 1963

Astoria Bridge

Mr. Forrest Cooper
State Highway Engineer
Office

Reference is made to the Astoria Bridge Contract, No. 7949, held by the DeLong Corporation of New York.

Pier No. 169 in this contract is the main pier at the north side of the ship channel. During the construction of this pier, the riverbed began scouring to a much greater extent than had been anticipated.

Because of this scouring, the contractor was ordered, on September 18, 1963, to suspend work on this pier until the necessary action could be taken to stop further scouring.

A work order was issued to the contractor to place brush facines and riprap around the pier cofferdam. This work was done and has arrested the scouring action. Also, the streambed around the pier has been restored to an elevation that would permit resumption of the pier construction. The contractor was notified on October 9, 1963, to resume work on the pier. This, he has not done, but has started a campaign of letter writing complaining of many facets of the bridge construction - all a delaying action to attempt to shift the responsibility of the construction of Pier 169 to the State Highway Department.

DeLong's lawyers, from New York City, have been busy securing all possible data and interviewing numerous people to obtain information to support their allegations that certain foundation data shown on the plans was misleading and incorrect. Their contention is that inaccurate data would affect the contractor's operation and cause delays.

We admit that there were several small discrepancies between our foundation exploration information and the foundation material log, as shown on the plans, but the small differences would not affect the pile-driving operations or his work schedule.

From the contractor's progress schedule, recently submitted to us, he proposes to complete the structure with an overrun of 330 workdays. At $2,000 per day, the liquidated damages will amount to $660,000. The contractor is attempting by all possible means to forestall the payment of any liquidated damages.

On November 5, 1963, a meeting was held in Room 418 in the State Highway Building, in Salem, between Mr. DeLong, his engineers and lawyers, and our legal staff and our engineers. Our engineers were Mr. G. S. Paxson, Mr. Ivan Merchant, Resident Bridge Engineer R. W. Ellison, and myself. As a result of this meeting, Mr. DeLong promised he would immediately resume work on Pier 169. He also served notice on us that he considered the scouring action of the river as a part of our responsibility and expected to recover damages because of changed foundation conditions.

Without a doubt, we are headed for a lawsuit. We are attempting to document everything possible in regard to any changes, claims, controversies, et cetera.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

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6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1963

To: OFFICE MEMO

SUBJECT: Columbia River Bridge
at Astoria
Contract No. 6124

Meeting between officials of DeLong Corporation and Oregon State Highway Department in Room 418 of State Highway Building, Salem. In attendance:

DeLong Corp.: Col. DeLong, Mr. George Weiss, Mr. Hans Wendell, and Attorneys (Mr. Rand, Mr. Wyatt & Mr. Anderson)

Oregon State Hwy. Dept.: Mr. Rod Porter, Mr. G. S. Paxson, Mr. P. M. Stephenson, Mr. George Rohde, Mr. Al Johnson, and Mr. R. W. Ellison & Mr. I. D. Merchant

Discussion for the most part was between Col. DeLong and Mr. G. S. Paxson. Work to date, future work, and scour conditions at Pier 169 were discussed. It was agreed that there is no danger to the existing cofferdam and that work on the pier can be resumed so far as an engineering & construction concept is concerned. It was agreed that future construction here requires cooperation between the Contractor and State so far as cofferdam construction by the contractor and concurrent dumping of rock by the State for scour elimination purposes is concerned. Col. DeLong agreed he would place his construction equipment at the downstream cofferdam in a manner similar to the proximity used at the upstream cofferdam. This will allow placing of rock for scour prevention & elimination as required. It was agreed that scour will probably occur at the downstream cofferdam of Pier 169 and that as it occurs, the State will have rock dumped into the area and stabilize the river bottom at an elevation of -65. The existence of a scour hole to elevation -73 at the downstream cofferdam location was recognized and the Col. stated he can install the cofferdam in spite of same if the State will bring the area outside the cofferdam up to -65 after cofferdam is installed. After backfilled to -65, pier construction would begin. Col. says this is the only way to proceed. The Col. agreed that any rock placed to date in area of downstream cofferdam would have little effect upon installation of the cofferdam.

The Col. stated that his cofferdam sheets hit the batter pile of Pier 169 when the tips reach an elevation of -77; however, it is possible to drive them to a tip elevation of -79. At the upstream pier the scour action allowed the sheets to move out away from the cofferdam whalers and thus achieve a tip elevation of -91, as they slid down into the scour hole & were subsequently re-driven.

Col. DeLong stated he believes lowering the elevation of the bottom of the seal five feet (to elev. -70) is of no value. He believes that excavation for same will cause trouble where sheet piles are driven only to elevation -77. Paxson expressed opinion that there is little possibility of trouble from this situation.

Col. DeLong stated that work of backfilling scour areas has now progressed to a point where it is possible to resume work at Pier 169, and that he can see no reason from a construction & engineering standpoint why he cannot resume work. Paxson indicated it has been so since October 23. Paxson stated that the responsibility for construction of the cofferdam & pier is the Contractor's, and that the State will in no way assume responsibility for same. The State will cooperate with the Contractor in anyway it can within the limits of the specifications and contract.

Col. DeLong stated that he believes the Contractor is not responsible for the scour,and that any work caused by scour is outside the contract. DeLong attorney asked where they stand if the "whole thing washes away". Col. DeLong answered that it can't wash away because there is too much material in place.

Question of backfill came up - Col. DeLong stated that by indicating that he must backfill, the State assumes there will be no scour and there he is not required to backfill if scour is present. Paxson deferred his answer until later.

Paxson told Col. DeLong that the State will want rock put around Piers 165 & 166 where some scour action is being experienced.

Col. DeLong suggested and the State agreed, that rock should be placed around future precast pier shells as they are placed. System would be to hold shells in place with jacking barges while rock is dumped in position. State agreed this is good idea, but will not pay for jacking barges, etc., holding the shells while rock is placed. Col. agreed that State should not be charged for such costs.

It was agreed between Rand & State that someone should take action when scour occurs - no statement as to who is responsible.

Fact that some piers have been over-excavated was discussed. Col. states that this occurs at time of cutoff of false piles to facilitate work of drivers.

State pointed out that some of the scour the Col. claims is actually over excavation.

Rand proposed the case where the deepening of the seal by 5 feet might cause damage to the sheet piles due to driving, etc., and added where the Contractor stands in such a case. He was told that the specifications make provisions for negotiation for additional cost of cofferdam in such cases.

Rand asked if State would discuss claims the Contractor has to date. He was told that if they are formally presented, such claims will be considered; however, they may not be approved.

Col. DeLong stated that he believes that the changes in foundation conditions encountered and the scour conditions encountered are not within the scope of the contract. He said he now has to decide whether he is in or out of the contract.

He stated that if the lawyers do not change his mind, he will resume work at Pier 169 tomorrow; and that even with the setbacks encountered, he can complete the contract next September or October.

Mr. Paxson stated that he wanted it understood that by approving the method of work outlined for Pier 169, the State accepts no responsibility for any phase of the construction work or for any unforeseen events which may occur.

R. W. Ellison
Project Bridge Engineer

RWE:vt

cc: Mr. I. D. Merchant
Mr. P. M. Stephenson
Mr. G. S. Paxson
Mr. G. E. Rohde
Mr. L. I. Lindas

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STATE HIGHWAY ENGINEER

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6124

October 16, 1963

Pacific Car and Foundry Company
1400 Fourth Avenue North
Renton, Washington

Attention: R. A. Heol
Treasurer's Office

Gentlemen:

This is in reply to your letter of October 10 concerning the Delong Corporation, contract No. 6124, substructure for steel spans on the Columbia River Bridge Section of the Oregon Coast Highway in Clatsop County, Oregon and Pacific County, Washington.

The Travelers Indemnity Company through Phil Grossmayer Company, Equitable Building, P. O. Box 1191, Portland, Oregon furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The specified completion date on this contract is June 30, 1964.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARD
dc

PACIFIC CAR AND FOUNDRY COMPANY

1400 FOURTH AVENUE NORTH, RENTON, WASHINGTON

TELEPHONE BALDWIN 6-4511 • CABLE ADDRESS CARCO, SEATTLE

October 10, 1963

State of Oregon
Department of Highways
Salem, Oregon

Subject: Oregon State Highway Department
Contract No. 6124
Columbia River Bridge
Astoria - Point Ellis

Gentlemen:

Our Company has supplied the De Long Corporation of Astoria, Oregon, with structural steel to be used on the subject contract. We understand that De Long Corporation is the prime contractor for the Oregon Department of Highways on this job.

We would appreciate receiving your confirmation of our understanding and the name of the surety, if any bonding protection is available under this contract.

Will you please also advise us of the estimated date of final acceptance of this project by the Oregon State Highway Department.

Thanks for your assistance in this matter.

Very truly yours,

PACIFIC CAR AND FOUNDRY COMPANY

RAHoel
R. A. Hoel
Treasurer's Office

RAH/mp

Approx–37% complete – Oct. 1
specified compl. June 30, 1964.

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OREGON
STATE HIGHWAY COMMISSION

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C. N. HEAD

CARCO WINCHES & YARDERS • RAILROAD CARS • STRUCTURAL STEEL & ALUMINUM • STEEL FORGINGS & CASTINGS

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 23, 1963

DeLong Corporation
P. O. Box 330
Astoria, Oregon

Gentlemen:

Re: Astoria Bridge No. 7949
Contract No. 6124

At approximately the middle of September, after the installation of your cofferdam for the upstream foundation of Pier No. 169 a scour condition developed because of the obstruction to stream flow by this cofferdam. A pile fender is to be constructed around this pier within the scour area. In order to make the construction practical, the State issued to you an Order for Extra Work at the State's cost to restore the stream bed to a point where the fender system could be built.

This restoration has now reached a point that the construction of the pier can proceed under the terms of the contract. Because of the scour occasioned by your cofferdams the State has decided to lower the base of the seal from elevation -65 feet to -70 feet by adding five feet to the seal depth. The top of the seal will remain at elevation -49.5 feet as shown on the contract plans. Such modification is provided for in the contract and the cost thereof will be paid by the State as provided therein.

The downstream foundation seal, where you have not as yet installed your cofferdam will likewise be extended downward to elevation -70 feet. Should scour develop at this foundation, the State will do such erosion control necessary to maintain the river bed at an elevation consistent with the installation of the fender as an extension of the existing Extra Work Order. It will be necessary that you cooperate in your work scheduling and construction operations so that the erosion control can proceed at the proper times.

In your letters of October 14 and 15, 1963 you demanded that the State direct the progress of future work at Pier No. 169 and, by implication at least, assume responsibility for the completion of that pier. This the State cannot do. You have entered into a contract with theState to construct this bridge and the responsibility for the successful

Porter

NOTED
R. L. PORTER

NOTED

completion of the project is yours. The methods of construction which you employ, so long as such methods give reasonable promise of resulting in an acceptable product, are your responsibility.

In your letter of October 15, 1963 you raise the question of scour conditions at other piers under your contract. You have completed all under water work at Pier No. 170 and no significant scour has occurred. There is no reason that your work, including the fender, could not have progressed in accordance with the completion schedule set forth in the contract. No significant scour has occurred at any other piers that you have, to this date, constructed. There are no fenders to be built at any piers except Piers No. 169 and 170. We have no reason to anticipate serious scour after the piers are completed according to the plans and specifications and your construction cofferdams and equipment are removed.

In a letter of October 3, 1963, you submitted a revised construction schedule showing completion dates extended far beyond those set forth in the contract. This is being given careful study and you will be advised of our findings when we have completed our study.

The State wishes to emphasize that you are the contractor and that the successful completion of the project is your responsibility. The State has, and will continue, to cooperate with you in every practical way to accomplish this purpose.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm cc: The Travelers Indemnity Co.

cc: Mr. R. W. Ellison
Mr. L. I. Lindas
Mr. Forrest Cooper ✓
Mr. Ray Asburry

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OCT 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

[illegible]

6124

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~

361
(8 pages)

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Astoria, Oregon
20 September 1963

Columbia River Bridge at Astoria
Piers
Bridge No. 7949
Contract 6124
Pier 169, Scour action

Mr. G. S. Paxson
Deputy State Highway Engineer
Salem, Oregon

Herewith please find a copy of our topographic sketch showing the results of scour action around the cofferdam at the upstream footing at Pier 169 of the subject project. This has been corrected to show the soundings taken while you were here today.

All elevations shown are minus or below sea level elevations.

Work of placing the fascines which you suggested to correct this scour condition will begin this week end.

R. W. Ellison
R. W. Ellison
Project Bridge Engineer

RWE:her
cc: I. D. Merchant with sketch
R. D. Asburry
L. R. Allen

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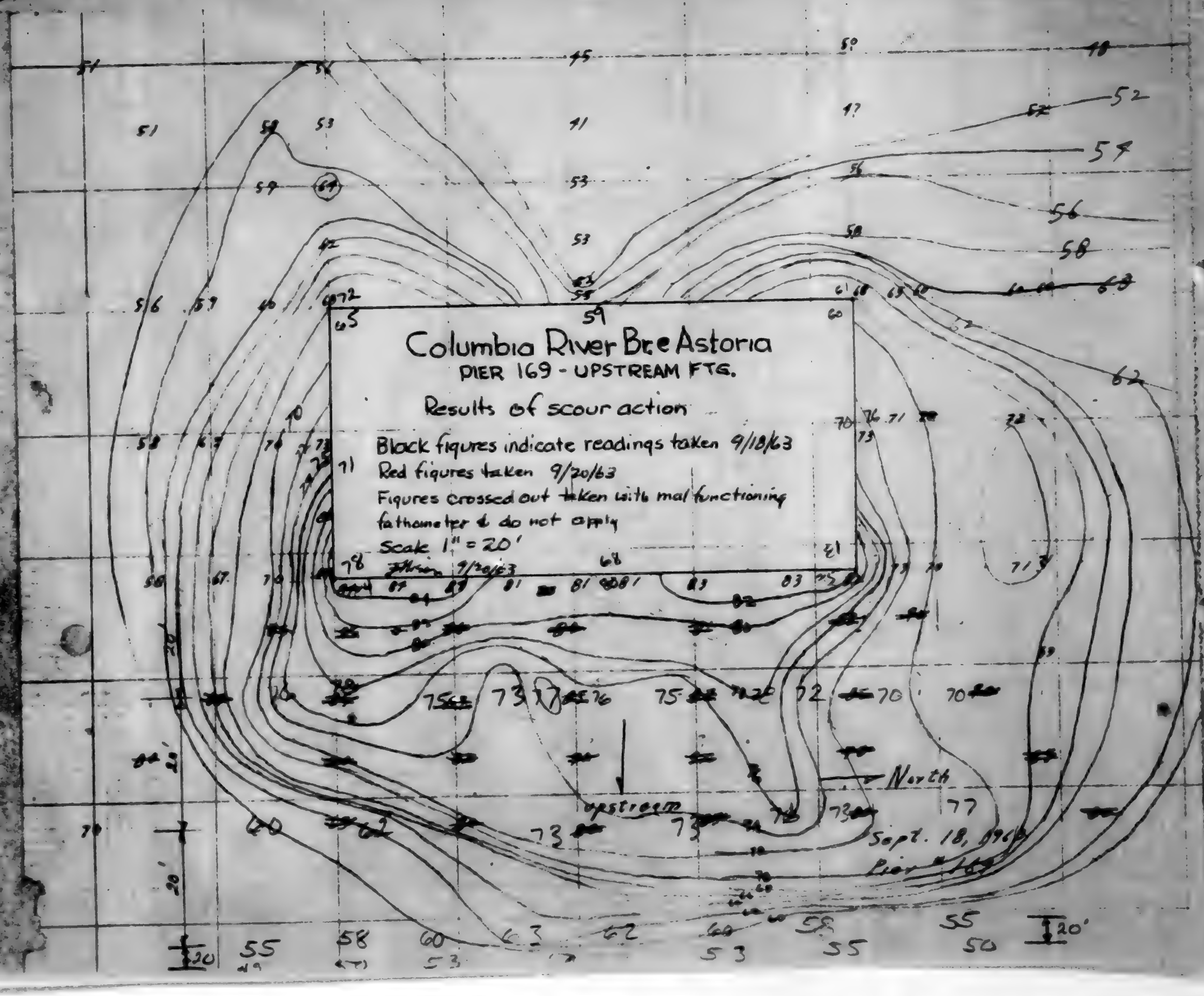
SEP 23 1963
OREGON
STATE HIGHWAY COMMISSION

NOTE
G. S. PAXSON

RECEIVED
SEP 23 1963
OFFICE OF
STATE HIGHWAY ENGINEER



Columbia River Br. e Astoria

PIER 169 - UPSTREAM FTG.

Results of scour action

Black figures indicate readings taken 9/18/63

Red figures taken 9/20/63

Figures crossed out taken with malfunctioning fathometer & do not apply

Scale 1" = 20'

9/20/63

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AUG 1 9 1963
FOR FILING

6124

August 19, 1963

Mr. Ben C. Flaxel
Attorney at Law
Post Office Box 547
North Bend, Oregon 97459

Dear Mr. Flaxel:

Your File No. 5291

This is in reply to your August 15 letter. Three contractors are engaged in the construction of the Columbia River Bridge at Astoria, as listed below:

On the piers:

De Long Corporation
29 Broadway
New York, New York

On the Desdemona Sands Viaduct concrete work:

J. H. Pomeroy & Company, Inc.
and
Ben C. Gerwick, Inc.
755 Sansome Street
San Francisco 11, California

On the steel superstructure:

United States Steel Corporation
309 S. W. 6th Avenue
Portland 4, Oregon

A contract for the Oregon approach is yet to be awarded.

The Oregon side of this bridge is in Clatsop County and in the city of Astoria.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. P. M. Stephenson

RLP:ms

RECEIVED
APR 19 1963
FOR FILING
4F 003-1 (14)
6124

April 18, 1963

Main and Company
233 Broadway
New York 7, New York

Gentlemen:

In your letter of April 16 you inquire as to the amount of money owed by the Oregon Highway Department to the DeLong Corporation on Contract No. 6124 as of December 31, 1962.

Our records are kept on a monthly basis and in this case, from the 10th of the month to the 10th of the month following.

Our December estimate for work performed to December 10, 1962, shows $258,965.40 total of which $25,896.54 was retained, the balance being payable to the contractor. The January estimate for work done to January 10, 1963, shows a total of $533,864.18 of which $53,384.42 was retained, the balance being payable to the contractor. The two balances payable to the contractor in the amount of $233,068.86 for December and $480,477.76 for January when added together equals $713,546.62, which is the amount shown in your letter as currently due.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

NOTED ON CARD
dc

cc DeLong Corporation
29 Broadway
New York 6, New York

MAIN AND COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

NEW YORK
PITTSBURGH
PHILADELPHIA
CHICAGO
WASHINGTON
HOUSTON
HARRISBURG
EL PASO
SAN FRANCISCO
LOS ANGELES
JOHNSTOWN
ERIE

CORRESPONDENTS IN
OTHER COUNTRIES

233 BROADWAY
NEW YORK 7, N.Y.
BEEKMAN 3-7190

April 16, 1963

State of Oregon
State Highway Department
Salem 10, Oregon

Gentlemen:

In connection with our examination of the books and records of DeLong Corporation, 29 Broadway, New York 6, N.Y., will you kindly confirm, directly to us, that as at the close of business December 31, 1962, you were indebted to that company as follows under contract number 6124:

Contract Billings	$792,829.58
Retainage	79,282.96
Net currectly due	$713,546.62

A self-addressed envelope is enclosed for your reply.

Very truly yours,

Main and Company
Certified Public Accountants

Gentlemen:

Will you kindly furnish Messrs. Main and Company, 233 Broadway, New York 7, N.Y., with the information requested above.

Very truly yours,

DE LONG CORPORATION

By Edward A. Fey
Edward A. Fey
Vice President and Treasurer

RECEIVED
MAY 3 - 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1963

SUBJECT: Reinforcing Steel
Astoria Bridge
Contract 6124

To:

Ivan Merchant
Bridge Engineer
Office

The tolerance permitted in weight per lineal foot indicated in both ASTM and AASHO is ± 6.0% of the nominal weight per foot for individual bars and ± 3.5% for lots. The term "lot" is defined in both ASTM and AASHO as "all the bars of the same nominal weight per linear foot contained in an individual shipping release or shipping order".

It is my contention that the shipping order or shipping release for subject contract includes all the steel ordered by the Contractor from the Vancouver Rolling Mills. Any breakdown into car loads or heat numbers constitutes only a fraction of the individual order. On this basis, the weights per lineal foot of all sizes for the individual order have been calculated and are as follows:

Size	#4	#5	#6	#7	#8	#9	#10	#11	#14
Wt./Ft.	.661	1.027	1.472	1.905	2.590	3.379	4.379	5.189	7.448
% of Nominal	-1.05	-1.58	-2.02	-6.80	-3.00	-0.62	+1.02	-2.34	-2.65

It will be noted that all the weights are within the ~~less than~~ 3.5% tolerance permitted except #7. Only one sample was taken of the number 7 size. The low weight was so indicated on the test report. Unless all the #7 bars are in place it may be well to instruct the Resident to resample this size. The #7 bars are designated for piers 13 to 20 inclusive, 56 seven foot six inch bars each, heat number 7828.

O. A. White
O. A. WHITE
Ass't. Engineer of Materials

OAW:arn

c.c. Tom Edwards

NOTED
TOM EDWARDS

Approved
Ass't. State Hwy. Engr.

RECEIVED
MAY 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 26 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

U F-003-1(14)

April 26, 1963

6124

Spokane, Portland & Seattle Railway Company
1101 N. W. Hoyt Street
Portland 9, Oregon

ATTENTION: Mr. H. F. Moy

Re: Contract No. 6124
Substructure for Steel Spans
Columbia River Bridge
Astoria, Oregon-Point Ellice, Washington
Project No. U-F-003-1(14)

Gentlemen:

This contract was awarded to the DeLong Corporation, P. O. Box 330, Astoria, Oregon, on June 29, 1962. We have previously filed with you one copy of Policy #RNSL 9323065, Public Bodily Injury and Property Damage Liability Insurance, which was issued by Hansen & Rowland, Inc.

Attached you will find the original copy of endorsement which modifies two exclusions contained in this policy. This endorsement should be attached to your certified copy of the policy.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh
Attachments
cc: Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma 1, Washington
ATTN: Mr. C. A. Hadman
Floyd Query
R. L. Porter
P. M. Stephenson
I. D. Merchant
R. D. Asburry
R. W. Ellison

[illegible] - please note

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

RECEIVED
FEB 5 1963
FOR FILING

[illegible]

6124

February 4, 1963

Bankers Trust Company
280 Park Avenue
New York 17, New York

Attention: Mr. T. R. Hilb
Vice President

Gentlemen:

In your letter of January 31 concerning contract payments on Contract No. 6124 awarded to DeLong Corporation for construction of the Columbia River Bridge piers at Astoria, you asked that assigned payments on the contract be sent to Bankers Trust Company, 280 Park Avenue, New York 17, New York, Attention: Mr. T. R. Hilb.

We will be pleased to do this, and we have sent a copy of this letter to Mr. C. H. Maison, Auditor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FG:fkn

cc DeLong Corporation
29 Broadway
New York City, New York

The Travelers Indemnity Company
700 Main Street
Hartford 15, Connecticut

NOTED ON CARD
dc

Mr. C. H. Maison

BANKERS TRUST COMPANY
280 PARK AVENUE, NEW YORK 17, N. Y.

THEODORE R. HILB, VICE PRESIDENT

January 31, 1963

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query,
Secretary

Re: Contract #6124
DeLong Corporation
Columbia River Bridge

Gentlemen:

As you know, payments due under the above contract have been assigned to us and we requested in our letter of August 15, 1962, that payments be forwarded to our 415 Madison Avenue Office. The account of DeLong Corp. is now handled at this office and, in the future, we would appreciate it very much if you would direct all payments to: 280 Park Avenue, New York 17, New York - Attention: Mr. T. R. Hilb.

Your kind attention to the above matter will be sincerely appreciated.

Very truly yours,

T R Hilb

RECEIVED
FEB - 4 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 2 1963
FOR FILING

FORM [illegible] 11-61 40230

[illegible]

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 31, 1962

SUBJECT: Contract Payments
Astoria Bridge
Bridge No. 7949

To:

Mr. C. H. Maison
Auditor
OFFICE

As requested by you a forecast of the net contract payments to the contractor on the Astoria Bridge has been made.

The estimate is as follows and will be revised monthly as the work progresses:

January 10	$ 500,000
February 10	700,000
March 10	350,000
April 10	650,000
May 10	750,000
June 10	675,000
Total	$3,625,000

Ivan D. Merchant
Bridge Engineer

IDM/mm

CC: Mr. P. M. Stephenson ✓

NOTED
P. M. STEPHENSON

RECEIVED
JAN 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 11 1962

FORM 2-123X 50M 8-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

(14)

6124

December 13, 1962

DeLong Corporation
29 Broadway
New York 6, N.Y.

Gentlemen:

Re: Columbia River Bridge at Astoria
Substructure for Steel Spans
Bridge No. 7949
Contract No. 6124

Contract No. 6124 for the substructure for the steel spans of the Columbia River Bridge at Astoria was awarded you on June 29. The contract was sent you on July 11 and executed copies sent to you on July 27. This contract was awarded with fixed dates for completion of each of Units 1 to 4. At the present time work has started on a portion of Unit No. 1; this portion being the land portion on the Astoria side. No work has been completed on the river pier portion of Unit No. 1 or on Units, 2, 3, or 4.

The State is very desirous of having this contract completed by the completion dates specified for the various units in order that additional contracts may be awarded and the overall structure completed and open to traffic at the earliest possible time.

This letter is to advise you that work under this contract should be expedited to the utmost to the end that all work can be completed by the completion dates.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
cc: DeLong Corporation-Astoria
Mr. Ray Asburry
Mr. R. W. Ellison
Mr. P. M. Stephenson

RECEIVED
DEC 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

RECEIVED
DEC 7 1962
FOR FILING
4 F 323-1(14)

Files

OREGON STATE HIGHWAY DEPARTMENT

BRIDGE DIVISION
Salem

DATE 12-6-62

PROJECT Columbia River Bridge (Fenders - Pier 169 & 170)

BRIDGE NO. 7949

TO: Caufield & Caufield
402 Pearson Building
Portland 14, Oregon

Attention: Lee J. Caufield

☒ TRANSMITTED HEREWITH

☐ UNDER SEPARATE COVER

SHOP DETAILS FOR:

☐ Reinforcing Steel
☐ Structural Steel
☒ Other
☐ Handrail
☐ Drains
☐ Catch Basins

APPROVED: SHEET NOS.

APPROVED AS NOTED: SHEET NOS.

RETURNED FOR CORRECTION: SHEET NOS. 1 & 2

REMARKS: The outer end of the double 12 x 12 strut is located at the intersection of the 100 foot radius and inside line of sheathing.

PLEASE SEND THIS OFFICE 2 COPIES OF CHECKED AND CORRECTED SHEET NOS. 1 & 2

cc: Resident Engineer
Material Inspector
✓ Others: File
Checker: G.U.B.
Design Engineer: L.L.W.

Very truly yours,

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

Noted

RECEIVED
[illegible] 1962
FOR FILING

[illegible]

611-

Noted on card

November 16, 1962

Subject: Contract #6124
DeLong Corp.
Columbia River Bridge

DeLong Corp.
29 Broadway
New York 6 New York

Attention: Mr. Edward A. Fey Vice Pres.

Dear Sir:

In previous correspondence concerning assignment of contract payments on our Contract #6124 to the Bankers Trust Company of New York, we stated that it was necessary that we have the consent of the surety. A letter has been received from the Travelers Indemnity Co. of Hartford 15, Connecticut, dated November 2 1962 signed by Mr. William A. Shrake, in which it is stated that the surety is aware of the assignment and has no quarrel with this type of arrangement.

Our legal counsel has advised us that the assignment of contract payments to the Bankers Trust Co. of New York can be approved on the basis of the surety's statement and action will be taken to do so. The assignment, of course, is subject to future rights of the surety and will be effective only as it complies with ORS 366.420, copy of which is attached, and as the assignment complies with terms of the contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:al
encl.
cc: Bankers Trust Co.
415 Madison Ave.
New York, New York

Travelers Indemnity Co.
Hartford 15, Connecticut

Hansen & Rowland
Puget Sound Bank Bldg.
Tacoma 1, Wash.

Phil Grossmayer Co.
P. O. Box 1191
Portland 7, Ore.

cc: C. H. Maison
L. I. Lindas
Att.: Frank McKinney

NOTED ON CARD

OREGON HIGHWAY LAWS
(Excerpt)

ORS 366.420 Effect of assignment of funds earned under highway contract. No assignment of funds earned under a contract for highway construction, improvement or maintenance shall be approved or recognized by the commission which may in any way jeopardize the interests of persons, furnishing labor or materials in connection with the performance of the contract or which may in any way impair the funds available for such purposes. Any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work have been paid shall be void as against the debts or claims incurred in connection with the performance of the work.

RECEIVED
NOV 16 1962
FOR FILING

6124

Salem, Oregon
November 15, 1962

Precision Level

Mr. I. A. DeFrance
Maintenance Engineer
BUILDING

Attached is a request for purchase of a precision level and a letter of explanation from Bob Ellison, Resident Engineer on the Astoria Bridge.

An investigation would indicate that a new level of the desired precision would cost approximately $900, that we could rent a used one from a firm in Seattle for $60 per month, or that we could purchase the used level mentioned in Mr. Ellison's letter for about $200.

Since we have little future need for such an instrument but yet will need one for a few years on this bridge, I would recommend allowing Mr. Ellison to purchase the used instrument.

Your approval is requested.

F. D. Morgan
Construction Engineer

By ADOlson
A. D. Olson
Ass't. Chief Locating Engineer

ADO:fp

Enc.

cc Ivan Merchant

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
October 25, 1962

SUBJECT: Columbia River Bridge at Astoria
Bridge No. 7949
Contract 6124
Equipment (Additional precise level)

To: Mr. R. D. Asburry
Division Engineer
Salem, Oregon

Within a few days it will be necessary to transfer accurate elevations, over water, a distance of approximately 4,700 feet. We cannot acheive the required accuracy with ordinary methods of differential leveling and therefore must use the system described by the U. S. Coast and Geodetic Survey in their special publication no. 239, said system being simultaneous reciprocal observation. This method requires the use of two tilting head precise levels to simultaneously take 25 readings of small angles at two rods. The two instrument heads are then interchanged and an additional 25 readings are made. The use of two instruments is imparative so that the readings may be taken simultaneously thus avoiding or at least minimizing the possibility of error due to varying refraction of the lines of sight; also, the heads only should be moved and not the tripods if an average of all readings is to be taken.

Under these conditions we are requesting another K & E precise level similar to the one we now have. The level we have at present has the following features which should be duplicated in the companion instrument:

10 second bubble,
Micrometer screw tilting head,
40 power optics, etc.

If the Highway Department has another one of these levels we would like to have it shipped to this office as soon as possible.

If such an instrument is non-existant within the Highway Department and must be purchased to fill this request it might be possible to save by buying a used instrument. In regard to this, Mr. Elmo F. Gillette, Products Engineer from the Los Angeles office of the Keuffel & Esser Co., told me that he has a used level identical to the one we presently have and would sell it for about $200.00.

Due to the imminency of the use of the instrument expeditious hand [illegible] of this request will be appreciated.

NOTED
GERALD WIMER

Robert W. Ellison
Project Bridge Engineer

NOTED
R. D ASBURRY

ROC:wfr
cc: I. D. Merchant
E. G. Ricketts

[illegible] is investigating

RECEIVED
NOV 14 1962

FORM 2-123X 80M 8-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 13, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Re: Columbia River Bridge
Substructure for Steel Spans
Contract No. 6124
FAP NO. U-F-003-1(14)

Dear Sir:

DeLong Corporation began work on the Columbia River Bridge Substructure for Steel Spans project on the Oregon Coast Highway in Clatsop County, Ore.-Pacific County, Wn., Contract No. 6124, FAP No. U-F-003-1(14), on November 5, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl
cc: J. W. Nash
D. B. Parkes
Floyd Query

NOTED
FLOYD QUERY

RECEIVED
NOV. 19 1962
FOR FILING

[illegible]

6124

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 8, 1962
Salem, Ore.

RECEIVED
NOV 9 1962
LEGAL & RIGHT OF WAY

SUBJECT: DeLong Corp. Contract #6124

To:

L. I. Lindas
Attention: Frank McKinney

Here we go again. I think that Mr. Shrake is saying that the Surety is aware of the assignment, but they don't want to admit it. Would we be safe in honoring the assignment in view of Mr. Shrake's letter of November 2, copy of which is attached?

Floyd Query
Floyd Query, Secretary

11-15 McKinney says we can honor assignment.
FQ

THE TRAVELERS
THE TRAVELERS INDEMNITY COMPANY · HARTFORD 15, CONNECTICUT

CASUALTY UNDERWRITING DEPARTMENT
Fidelity and Surety Division

RECEIVED
NOV 9 1962
LEGAL & RIGHT OF WAY

November 2, 1962

Oregon State Highway Commission
Salem 10,
Oregon

Attention: Mr. Floyd Query
Secretary

Re: DeLong Corporation Contract No. 6124

Gentlemen:

As you know we are aware that payments from the above contract have been assigned to the Bankers Trust Company. We recognize this as one of the means a contractor has for financing large contracts and have no quarrel with this type of arrangement.

However, inasmuch as we, as Surety, are not a party to the contract, we do not feel that we have any right to consent to any action between the contractual parties.

Very truly yours,

Wm A. Shrake
William A. Shrake
Assistant Secretary

WAS:EQ

RECEIVED
OCT 24 1962
FOR FILING

October 23, 1962

The Travelers Indemnity Company
Hartford 15,
Connecticut

Attention: Mr. R. A. Shrake
Senior Underwriter

Gentlemen:

On October 19, we received a letter from the Bankers Trust Company, dated October 17, to which was attached your letter of September 14, addressed to Bankers Trust Company, concerning assignment of contract payments earned by DeLong Corporation on Contract No. 6124 for construction of the Columbia River Bridge at Astoria.

Your letter states that "Subject to a complete reservation of all of our rights, receipt of this copy (assignment) is hereby acknowledged." There is some question in our minds as to whether this statement constitutes a consent to the assignment. So that there will be no misunderstanding in the matter, does your company consent to the assignment of contract payments to the Bankers Trust Company as outlined in the copy that you have?

We should also point out that if consent of the Highway Department to the assignment is given, it is subject to the provisions of ORS 366.420, a copy of which is attached.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

CC: Bankers Trust Company
DeLong Corporation
Phil Grossmayer Company
Hansen & Rowland Inc.

NOTED ON CARD
Jmc

10/24/62
Mr. Emery has extra copies of signed "assignment".

NOTED
C. W. HEAD

366.420 Effect of assignment of funds earned under highway contract. No assignment of funds earned under a contract for highway construction, improvement or maintenance shall be approved or recognized by the commission which may in any way jeopardize the interests of persons furnishing labor or materials in connection with the performance of the contract or which may in any way impair the funds available for such purposes. Any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work have been paid shall be void as against the debts or claims incurred in connection with the performance of the work.

BANKERS TRUST COMPANY
NEW YORK

COPY OF OUR LETTER

October 17, 1962

Mr. Floyd Query
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

With further reference to your letter of August 27, we are enclosing in triplicate a September 4, 1962 revision of the assignment form signed by DeLong Corporation covering contract payments to Bankers Trust Company under Oregon State Highway contract #6124. There is also attached in duplicate a letter dated September 14, 1962 from the Travelers Indemnity Company, Hartford, Connecticut, which we are told is their usual acknowledgment form for the aforementioned assignment.

We would appreciate your approval and returning to us the duplicate copy of this letter as well as the original and one copy of the DeLong Corporation assignment.

Very truly yours,

Ralph E. Anderson

Assistant Vice President

Consent to above assignment agreed to
this ___ day of October 1962.

OREGON STATE HIGHWAY COMMISSION

By______________________________

COPY OF OUR LETTER

ASSIGNMENT OF CONTRACT PAYMENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, DE LONG CORPORATION (hereinafter called the "Assignor"), a corporation organized and existing under the laws of the State of Delaware, with its principal office at 29 Broadway, New York, N. Y., for value received, hereby sells, assigns, transfers and sets over unto BANKERS TRUST COMPANY, a New York banking corporation (hereinafter called the "Bank"), having its principal office at 16 Wall Street, New York 15, N.Y., all moneys and claims for moneys due or to become due from the State of Oregon, by and through its State Highway Commission, under or arising out of a certain contract awarded June 29, 1962, between the Assignor and the State Highway Department, State of Oregon, known as Contract No. 6124, and any amendment thereof or addition thereto (hereinafter called the "Contract").

The Assignor hereby constitutes and appoints the Bank its true and lawful attorney with full and irrevocable power and authority in the place and stead of the Assignor, and in the name of the Assignor or in the name of the Bank, or otherwise at any time and from time to time in the discretion of the Bank to ask for, require, demand, collect, receive, settle, adjust, compromise, extend, compound, and to give acquittances and receipts for, the payment of any and all moneys assigned or the claims for which are assigned hereby, to file any claims, commence, maintain, or discontinue any actions, suits or other proceedings deemed by the Bank advisable for the purpose of collecting or enforcing payment of any such moneys, to endorse any checks, drafts or other orders or instruments for the payment of moneys payable to the Assignor which shall be issued in respect of such moneys, and to execute any instruments which may be necessary to accomplish the purposes of this Assignment. The Bank, however, is not obligated to make any demand, to present or file any claim or to take any action authorized hereby.

The Assignor hereby authorizes and directs the State of Oregon, by and through its State Highway Commission, to make payment of all moneys as and when due the Assignor under or in connection with the Contract directly to the Bank and to draw and deliver to the order of the Bank any and all warrants and other instruments for the payment of the moneys and claims assigned hereby and to accept the receipts of the Bank therefor, which receipts shall constitute a full and complete discharge of the State of Oregon, by and through its State Highway Commission, with respect to the payment so made.

For the purposes of this Assignment, moneys due or to become due under the Contract shall be deemed to include all moneys due from or payable by the State of Oregon, by and through its State Highway Commission, by reason of or in connection with any termination or breach of the Contract and all claims for damages resulting from any such breach.

The Assignor hereby authorizes the Bank to give and file notices of this Assignment in accordance with provisions of any applicable law and/or regulations from time to time issued thereunder.

The Assignor represents and warrants to the Bank that the Contract is valid and enforceable; that the Assignor is not in default thereunder or with respect thereto; that no payments have been received on account thereof, and that the Assignor but for this Assignment has not transferred, assigned, or encumbered, in whole or in part, said Contract or any of its rights or interests therein or thereto including without limitation its right to moneys payable thereunder.

The Assignor covenants and agrees that in the event it shall receive payment or any instrument for the payment of any moneys assigned hereby, it will forthwith pay and deliver the same to the

Bank in precisely the form received and, until so paid over and delivered, will hold the same in trust for the Bank and not commingle the same with any funds of the Assignor.

This Assignment shall be binding upon the Assignor, its heirs, executors, administrators, successors, and assigns, as the case may be, and shall inure to the benefit of the Bank, its successors and assigns.

The Assignor agrees that it will, upon request of the Bank, make, execute and endorse, and acknowledge and deliver all such vouchers, invoices, notices and certificates and further instruments or documents and do any and all acts, deemed by the Bank necessary to carry into effect the provisions of this Assignment and to facilitate the collection of all moneys due or to become due under the Contract.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 4th day of September 1962, by its duly authorized officer.

DE LONG CORPORATION

By Edward A. Fey
Vice President and Treasurer

STATE OF NEW YORK :
: SS
COUNTY OF NEW YORK :

On the 4th day of September 1962, before me personally came EDWARD A. FEY, to me known who, being by me duly sworn, did depose and say that he resides at 426 Oak Avenue, River Edge, New Jersey, that he is Vice President and Treasurer of DeLong Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Dorothy A. Duffy

DOROTHY A. DUFFY
Notary Public, State of New York
No. 43-1034755
Qualified in Richmond County
Certs. filed in Richmond & New York
County Clerks
Commission Expires March 30, 1963

RECE[illegible]
OCT [illegible]

FORM E-90 30M 7-60 29305

FOR [illegible]

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
October 12, 1962

SUBJECT: Columbia River Bridge at Astoria
Bridge No. 7949
Contract 6124
Newspaper Clipping

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
Salem, Oregon

Enclosed please find a clipping from the local newspaper regarding the possibility of using a fill across the Desdemona Sands in place of the low level viaduct as now proposed for the Columbia River Bridge at Astoria.

I am scheduled to speak to the Astoria Lions Club Tuesday eveneing (Oct. 16) and I am sure that I will be quizzed about the above. I hope to receive some information on this subject from Len Wallace and would appreciate any additional data regarding present current flow and river levels versus same after installation of such a fill, also the State's official stand on the subject along with arguments.

R.W.E by

R. W. Ellison
Project Bridge Engineer

RWE:wfr

NOTED
P. M. STEPHENSON

RECEIVED
OCT 15 1962
OREGON
STATE HIGHWAY COMMISSION

Contractor Urges Fill to Carry Span Across Desdemona Sands

Editor's Note: Herbert Palmberg, Astoria contractor, thinks a fill should be made instead of a trestle to carry the trans-Columbia bridge across Desdemona sands, where the water is shallow. In the following article he discusses his reasons for this opinion.

By H. G. PALMBERG

The proposed Columbia river bridge has a length of 4.1 miles from the low point of Marine Drive crossing to the Washington shore. The south span covers a total distance of 4,800 feet with the main channel span distance being 1,230 feet. Vertical clearance under the main span is 200 feet at mean lower low water. The piles under the main piers penetrate to a depth of 255 feet below MLLW and the top of the main towers is elevation 300 feet above MLLW. Concrete on the main piers will extend from 25 feet above to 65 feet below MLLW. There are seven north spans on the bridge each having a horizontal opening of 354 feet. Maximum vertical clearance under these spans is 47 feet at MLLW. The piles under the piers supporting these spans penetrate to 120 feet below MLLW. There are 140 spans each 80 feet in length crossing Desdemona Shoal. Piles under each of these bents have a designed penetration of 45 feet in the sand to gain enough frictional resistance to support the total bridge load. This portion of the bridge crossing Desdemona Shoal will be built to an elevation of 25 feet above MLLW.

Contracts for the bridge are to be let in five units. The first, already let, provides for the construction of the north span piers and the south span piers together with piers on the Oregon shore. The second contract will be for the steel superstructure units of the bridge. The third contract will be for the trestle crossing Desdemona Shoal. The fourth contract will be for the Oregon approaches. The fifth contract will be for the Washington approaches.

The question arises as to why there has never been a thorough invistigation of the merits of a fill in lieu of a two-mile trestle crossing Desdemona Shoal, such as the fills crossing the shoals on the approaches to the new Youngs Bay bridge.

It appears that a fill crossing Desdemona Shoal would be of tremendous value to the communities in the Columbia river estuary area. Such a fill could readily be constructed of the sand comprising Desdemona Shoal, with riprap slope protection. Small boat harbors for pleasure or refuge could be provided on either side of the fill as well as beautiful sand beaches and access to the water for recreational enjoyment. Also, the areas both upstream and downstream from this fill, presently useless shoals, could be available for future industrial sites by additional filling from time to time, and this filling might well be made in connection with the development and maintenance of the Columbia river, especially the 40-foot channel project, since disposal area for sands dredged from the river channel are becoming more and more difficult to find. The tremendous areas of these valuable shoals would provide disposal area for years to come for channel maintenance dredging. The fill would present less obstruction to gillnet fishermen than would the piling at 80 foot intervals across the shoal.

There apparently has never been any publicity given to the studies, if any, which have resulted in the trestle design in lieu of a fill across Desdemona Shoal. From both a cost and a use standpoint, there is little question but what the fill would have tremendous advantages over the trestle. The fill would cost approximately one-half the cost of the trestle, representing a saving of $1 million on this portion of the Columbia river crossing. In addition, the fill would provide for ample space for four lanes of traffic, whereas the trestle will provide for only two lanes of traffic.

It may be that the compications resulting from the various agencies interested in the design and construction of this bridge present obstacles which have precluded studies that certainly should have been made for so important a project. Objections, if any, from a navigation standpoint have not been made. No reports seem to be available of studies relating to the type of structure to be built, and certainly a fill, with all its advantages, should not be overlooked. It may be that such a fill would be of great benefit to maintenance of navigation channels through the estuary as the fill would be in the nature of a dike which would divert the flow channels on either side much as the other dikes and jetties which have been built throughout the entire length and at the entrance of the Columbia river. To object to the fill because it might cause obstruction in the estuary are admittedly constantly changing as has been evidenced in recent years by the necessary dredging for maintenance of the ferry channel whereas such dredging had not been done in previous years.

Certainly the fill would have practically no effect on the maximum river flow since this maximum flow occurs at low tide when Desdemona Shoal is above the water level and has no effect on the cross sectional area of the water flowing downstream. There would be ample room for flow under the north and south spans of the bridge such that the trestle, or at least a part of the trestle, crossing Desdemona Shoal could be converted into a much more desirable fill construction.

If arguments as to channel changes affecting the fill and causing it to wash out are to be introduced as consideration against making a fill, then we must introduce the same argument against a trestle with piles having only 45 feet of penetration and depending on skin friction for support. Washing out around these piling would result in loss of skin friction and cause a settlement of the trestle structure of the bridge, repair of which would be far more costly than repair of a fill and which would also be much more of an impediment to the maintenance of traffic.

It seems that the communities of the Columbia river estuary area should consider seriously the merits of a fill in lieu of a trestle across Desdemona Shoal; and if no valid, substantial reasons can be offered in opposition to the fill, its construction should be requested now.

H. G. PALMBERG

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24

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
PUGET SOUND BANK BUILDING – PHONE MARKET 1161
TACOMA 1, WASHINGTON

"Since 1890"

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO

October 10, 1962

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC. NOT TO INDIVIDUALS

State of Oregon
State Highway Commission
Salem, 10, Oregon

RE: Columbia River Bridge, Astoria, Ore. -
Pt. Ellice, Wn. Substructure for Steel Spans
Bridge No. 7949
Railroad Protective Insurance

Attention: Mr. O. S. Paxson, Deputy State Highway Engineer

Dear Sir:

The current Binders for the following items of Insurance will be expiring during the current month so we are enclosing replacing Binders which extend the binder term for a further thirty day period beyond the current expiration:

1. Contractor's Public Liability and Property Damage Liability Insurance
2. Contractor's Protective Public Liability and Property Damage Liability Insurance.
3. Railroad's Protective Public Liability and Property Damage Liability Insurance.

The policies are in process of issuance and will be completed in the near future.

If you have any questions concerning the extension binders do not hesitate to contact our office.

Very truly yours,

HANSEN & ROWLAND, INC.

C. A. HADMAN, Manager
Casualty Department

CAH:HP:Enc.

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STATE HIGHWAY COMMISSION

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6124

July 30, 1962

Mr. H. F. Moy, Chief Engineer
Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Re: Railroad Insurance
Astoria Bridge Over Columbia
River Project

The contractor for this project, the De Long Corporation, 29 Broadway, New York 6, New York, has submitted to us binders covering the insurance which the contractor is to furnish to the railroad company, and also for the general insurance which is required under the contract. Enclosed are copies of these binders. You will note by the enclosed copy of a letter from Hansen & Rowland, Inc., the insurance agents, that copies of the actual policies are to be furnished prior to the expiration of the 90-day binder period.

Our attorneys have examined these binders and advise that they are in order. Will you please have them examined and advise as to your satisfaction.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
enc.
bc Mr. Forrest Cooper
Mr. Floyd Query (with copies of binders)
Mr. I. D. Merchant

HANSEN & ROWLAND INC.
OF OREGON
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
HENRY BUILDING — PHONE CAPITOL 7-0469
PORTLAND 4, OREGON

"Since 1890"

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO

July 23, 1962

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC. NOT TO INDIVIDUALS

State of Oregon
State Highway Commission
Salem 10, Oregon

RE: Columbia River Bridge, Astoria, Ore. -
Pt. Ellice, Wn. Substructure for Steel Spans.
Bridge No. 7949.
Railroad Protective Insurance.

Attention: Mr. O. S. Paxson, Deputy State Highway Engineer.

Dear Sir:

The Special Provisions under the heading "Railroad Protective Insurance" on Page 18 stipulates the contractor shall furnish the engineer with one certified copy of each of the executed policies required as follows:

1. Contractor's Public Liability and Property Damage Liability Insurance.

2. Contractor's Protective Public Liability and Property Damage Liability Insurance.

3. Railroad's Protective Public Liability and Property Damage Liability Insurance.,

and in addition shall furnish the railroad through the engineer one certified copy of each of the executed policies required by 1 and 2 above and the original policy of the insurance required by 3 above.

On Friday, July 20th, I had a meeting with Mr. Ted Roake, of your Bridge Engineering Department, and Mr. Al Johanson, of the State Legal Department, and requested your agreement to the acceptance now of Insurance Binders rather than policies. It being understood that the policies themselves would follow before the expiry of the 90 day binder period. The reasons why it is impossible for us at this time on behalf of our clients, the De Long Corporation, to

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JUL 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

furnish policies, I fully explained to Messrs. Roake and Johanson. On the advice of Mr. Johanson, Mr. Roake informed me the binders would be accepted.

I therefore enclose one certified copy of the executed binders required by 1, 2 and 3 above and for the railroad we enclose certified copies of executed binders required by 1 and 2 and the original binder of the insurance required by 3 above.

These binders of The Travelers Indemnity Company have the full force and effect of policies and we call your particular attention to the typewritten provisions bringing them into full conformity with the specifications.

In due time you will be provided with the necessary number of certified copies of the executed policies required by 1, 2 and 3 above, as well as the original policy of insurance required by 3.

Yours very truly,

HANSEN & ROWLAND, INC. OF OREGON
General Agents

By H. T. Duren
H. T. Duren,
Vice-President

HTD:es
enc.

c.c. De Long Corporation
29 Broadway
New York 6, N. Y.
Attention: Mr. George Tait

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STATE HIGHWAY COMMISSION

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6124

BEN C. GERWICK, INC.
755 SANSOME STREET, SAN FRANCISCO 11

October 8, 1962

DeLong Corporation
29 Broadway
New York, N. Y.

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Attention: Mr. DeLong

Gentlemen:

Not having heard from you in reply to our letter of July 13, we are again notifying you that Ben C. Gerwick, Inc. owns patent rights covering the construction of bell piers using precast concrete shells. This is United States Letters Patent No. 2,912,828, dated November 17, 1959.

As you know, the specifications referred to this patent and stated an agreement had been reached whereby we would issue a license to the successful bidder for the use of the patent on this particular bridge, at the rate of $100.00 per pier.

It is our understanding that you plan to use this scheme of construction. We, therefore, request that you notify us of the number of piers on which you plan to use this scheme and suggest you request a license for this particular bridge contract, which we will be glad to issue at the agreed rate.

Very truly yours,

BEN C. GERWICK, INC.

Ben C. Gerwick Jr.

Ben C. Gerwick, Jr.
President

NOTED
G. S. PA

[illegible] 10-15
Copy

cc: State of Oregon
State Highway Dept.
Salem, Oregon
Attn: Mr. G. S. Paxson

Flehr and Swain
Crocker Building
San Francisco 4, Calif.

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OCT 10 1962
OREGON
STATE HIGHWAY COMMISSION

BCG, Jr. /bh

COPY

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FORM E-1

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

4

September 6, 1962

City of Astoria Fire Department
City Hall
Astoria, Oregon

ATTENTION: Mr. J. E. Ward

Re: Fire Alarm System Adjustment
Astoria Bridge Pier Section
Oregon Coast Highway
Clatsop County
Project No. U-F-003-1(14)

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of August 31, 1962.

Reimbursement for work subsequent to that date will be made subject to the provisions of PPM 30-4 and all supplements thereto.

Before beginning work, you are requested to do the following:

(1) Contact Mr. R. M. Smith, District Maintenance Superintendent for District 2-A, foot of 14th Street, Astoria, Phone FA. 5-2361, in regard to obtaining a permit for crossing over or relocating on State Highway right of way.

(2) Contact Mr. Robert Ellison, Resident Bridge Engineer, P. O. Box 543, Astoria, Phone FA. 5-0961, at least three (3) days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh
cc: General Files
A. W. Parsons
L. H. Young
I. D. Merchant
C. H. Maison
J. D. Walker
Robert Ellison
R. M. Smith

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UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

YOUNG

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 31, 1962

6124

By: M E Martin
M. E. Martin
District Engineer

FROM : A. W. Parsons, Division Engineer
08-35.2-0 Salem, Oregon

SUBJECT: Oregon-Washington Project U-F-003-1(14)
Astoria Bridge Pier Section
City of Astoria Fire Alarm System Adjustment

Our memorandum dated May 15, 1962 approved the P. S. and E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by the State-City Agreement approved by this office on June 18, 1962, your Staff Attorney's letter dated July 25, 1962, and the above-mentioned utility's letter dated August 22, 1962, as well as the plans and estimate furnished therewith and transmitted with Mr. Merchant's letter dated August 22, 1962.

Our program memorandum dated May 11, 1962 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Reimbursement eligibility will be contingent upon inclusion of this particular utility adjustment in the subsequent project agreement estimate. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

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SEP 3 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

NOTED
P. M. STEPHENSON

C.C. to Merchant

original To Young
9-4-62

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AUG 28 1962
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6124

Schaned
to note on card

August 27, 1962

DeLong Corporation
29 Broadway
New York 6, N. Y.

Attention: Mr. Edward A. Fey
Vice President

Gentlemen:

We have received from you a proposed Assignment of Contract Payments on Oregon State Highway Contract No. 6124, in which all proceeds under the contract would be assigned to Bankers Trust Company, New York City.

The assignment was referred to our Legal Division and a copy of Mr. Johansen's letter is attached. In addition to the two items to which Mr. Johansen refers, it is necessary, before we consent to an assignment, that we have a written statement from the surety consenting to the assignment.

If you wish, you may revise the assignment form that you have sent us in line with Mr. Johansen's suggestions, or you may use the form of assignment which we have enclosed. In any event, three executed copies should be returned to us, with a letter from the surety giving their consent.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Bankers Trust Company
415 Madison Avenue
New York, N. Y.

FQ:fp

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8/28/62
gmc

FORM E-30 80M 6-61 36881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1962

SUBJECT: Assignment of Contract Payments - Contract No. 6124
De Long Corporation

To: Mr. Floyd Query, Secretary
State Highway Commission

Office

Pursuant to your request, we have examined the proposed form of "Assignment of Contract Payments" transmitted to us for approval by Bankers Trust Company, assignee of the De Long Corporation.

This assignment appears to be in proper form with two exceptions of varying importance, as follows:

1. The assignment refers to the "State Highway Department, State of Oregon" as the contracting party. It is suggested that this should be corrected to "State of Oregon, by and through its State Highway Commission" in order to conform with the phraseology of the contract itself.

2. In the last complete paragraph on page 2, the assignor (De Long Corporation) represents and warrants to the bank "that nothing in the contract forbids or restricts this assignment." It is not believed that we can properly approve an assignment containing such a provision, since it is believed that the assignment is "restricted" by, in addition to any terms in the Special Provisions, the Standard Specifications, Sec. 1.7.29, Payment of Bills by Contractors; by ORS 279.314, requiring a contract provision such as the foregoing; and by ORS 366.420, relating to the effect of assignment of funds earned under highway contracts. The contract and statutory provisions should be specifically called to the attention of De Long Corporation and the Bankers and Trust Company. For your convenience in this respect, attached hereto are copies of these provisions.

In view of the foregoing, the assignment should be returned to Bankers Trust Company for revision as to the manner of designating the State, and deleting the provision that

NOTED
FLOYD QUERY

nothing in the contract restricts the assignment. It appears that consent of the surety can be obtained also before the revised assignment is returned to us.

Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:KS
attach.

cc: L. I. Lindas
F. C. McKinney

O.R.S. 279.314

Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of his contract. (2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims.

O.R.S. 366.420

Effect of assignment of funds earned under highway contract. No assignment of funds earned under a contract for highway construction, improvement or maintenance shall be approved or recognized by the commission which may in any way jeopardize the interests of persons furnishing labor or materials in connection with the performance of the contract or which may in any way impair the funds available for such purposes. Any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work have been paid shall be void as against the debts or claims incurred in connection with the performance of the work.

Section 1.7.29 from Standard Specifications
Payment of Bills by Contractors

The contractor shall promptly make payment for labor, material, supplies and provisions, at such times as they become due and payable, to all persons supplying said contractor or his subcontractor with labor, services, materials, supplies or provisions for the prosecution of the work provided for in the contract, and he shall not permit any lien or claim to be filed or prosecuted against the State of Oregon, the Highway Commission, the members thereof, its officers, agents and employes, for or on account of any labor, services, material, supplies or provisions furnished.

In the event that said contractor fails, neglects, or refuses to make prompt payment of any claim for labor, services, materials, supplies or provisions furnished by any person in connection with the contract as said claim becomes due, whether said labor, services, materials, supplies or provisions be performed or furnished for said contractor or for his subcontractor, then, and in such event, the Highway Commission may pay such claim to the person or persons furnishing such labor, services, materials, supplies or provisions and charge the amount thereof against funds due or to become due said contractor by reason of the contract. The payment of any such claims in the manner herein authorized will not, however, relieve the contractor or his surety from his or its obligations with respect to any unpaid claims.

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6124

Dorothy -
Please note on card
G.H.

Salem, Oregon
August 17, 1962

Assignment of contract payments
Contract No. 6124

L. I. Lindas
Chief Counsel

Attached is a letter and an "Assignment of Contract Payments" form in which De Long Corporation proposes to assign to Bankers Trust Company, New York City, payments to be made to them under Contract No. 6124, for construction of the Astoria Bridge Piers.

Will you please have someone check the assignment form as to whether it is acceptable? If the assignment form is acceptable, we, of course, will have to advise the contractor and the bank that the consent of the surety on the contract must be received before we can consent to the assignment.

Floyd Query, Secretary

FQ:jmc

Encls.

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dc

NOTED
C. W. HEAD

ASSIGNMENT OF CONTRACT PAYMENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, DeLONG CORPORATION (hereinafter called the "Assignor"), a corporation organized and existing under the laws of the State of Delaware, with its principal office at 29 Broadway, New York, N.Y., for value received, hereby sells, assigns, transfers and sets over unto BANKERS TRUST COMPANY, a New York banking corporation (hereinafter called the "Bank"), having its principal office at 16 Wall Street, New York 15, N.Y., all moneys and claims for moneys due or to become due from the State Highway Department, State of Oregon, under or arising out of a certain Contract awarded June 29, 1962, between the Assignor and the State Highway Department, State of Oregon, known as Contract No. 6124, and any amendment thereof or addition thereto (hereinafter called the "Contract").

The Assignor hereby constitutes and appoints the Bank its true and lawful attorney with full and irrevocable power and authority in the place and stead of the Assignor, and in the name of the Assignor or in the name of the Bank, or otherwise at any time and from time to time in the discretion of the Bank to ask for, require, demand, collect, receive, settle, adjust, compromise, extend, compound, and to give acquittances and receipts for, the payment of any and all moneys assigned or the claims for which are assigned hereby, to file any claims, commence, maintain, or discontinue any actions, suits or other proceedings deemed by the Bank advisable for the purpose of collecting or enforcing payment of any such moneys, to endorse any checks, drafts or other orders or instruments for the payment of moneys payable to the Assignor which shall be issued in respect of such moneys, and to execute any instruments which may be necessary to accomplish the purposes of this Assignment. The Bank, however, is not obligated to make any demand, to present or file any claim or to take any action authorized hereby.

The Assignor hereby authorizes and directs the State Highway Department, State of Oregon, to make payment of all moneys as and when due the Assignor under or in connection with the Contract directly to the Bank and to draw and deliver to the order of the Bank any and all warrants and other instruments for the payment of the moneys and claims assigned hereby and to accept the receipts of the Bank therefor, which receipts shall constitute a full and complete discharge of the State Highway Department, State of Oregon, with respect to the payment so made.

For the purposes of this Assignment, moneys due or to become due under the Contract shall be deemed to include all moneys due from or payable by the State Highway Department, State of Oregon, by reason of or in connection with any termination or breach of the Contract and all claims for damages resulting from any such breach.

The Assignor hereby authorizes the Bank to give and file notices of this Assignment in accordance with provisions of any applicable law and/or regulations from time to time issued thereunder.

The Assignor represents and warrants to the Bank that the Contract is valid and enforceable; that the Assignor is not in default thereunder or with respect thereto; that no payments have been received on account thereof, that the Assignor but for this Assignment has not transferred, assigned, or encumbered, in whole or in part, said Contract or any of its rights or interests therein or thereto including without limitation its right to moneys payable thereunder; and that nothing in the Contract forbids or restricts this Assignment.

The Assignor covenants and agrees that in the event it shall receive payment or any instrument for the payment of any moneys assigned hereby, it will forthwith pay and deliver the same to the Bank in precisely the form received and, until so paid over and delivered, will hold the same in trust for the Bank and not commingle the same with any funds of the Assignor.

This Assignment shall be binding upon the Assignor, its heirs, executors, administrators, successors, and assigns, as the case may be, and shall inure to the benefit of the Bank, its successors and assigns.

The Assignor agrees that it will, upon request of the Bank, make, execute and endorse, and acknowledge and deliver all such vouchers, invoices, notices and certificates and further instruments or documents and do any and all acts, deemed by the Bank necessary to carry into effect the provisions of this Assignment and to facilitate the collection of all moneys due or to become due under the Contract.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 9th day of August 1962, by its duly authorized officer.

DeLONG CORPORATION
By
Vice President and Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 9th day of August, 1962, before me personally came Edward A. Fey, to me known who, being by me duly sworn, did depose and say that he resides at 426 Oak Avenue, River Edge, New Jersey, that he is Vice President and Treasurer of DeLong Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Alma M Jarvis
Notary Public

ALMA M. JARVIS
Notary Public, State of New York
No. 31-7075325
Qualified in New York County
Commission Expires March 30, 1964

DE LONG

DE LONG CORPORATION

CABLE ADDRESS
"DELONGDOCK"

29 BROADWAY · NEW YORK 6, N. Y.

TELEPHONE
HAnover 2-1275

August 9, 1962

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query

Re: Assignment of Proceeds
Astoria Bridge Contract

Gentlemen:

We are enclosing herewith in triplicate an assignment to Bankers Trust Company of all proceeds due DeLong Corporation under that certain Contract No. 6124, awarded June 29, 1962, for substructure for steel spans on the Columbia River Bridge, Oregon Coast Highway, in Clatsop County (Oregon) and Pacific County (Washington).

Kindly send all partial payments earned by DeLong Corporation under the terms of said Contract to:

Bankers Trust Company
415 Madison Avenue
New York, N.Y.

Your consent to said assignment, by signing in the space below provided and returning one copy for our files, is appreciated.

Very truly yours,

DE LONG CORPORATION

By Edward A. Fey
Edward A. Fey
Vice President

EAF:m

Consent to above assignment agreed to this ___ day of August 1962.

OREGON STATE HIGHWAY COMMISSION

By______________________________

RECEIVED
JUL 31 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30, 1962

To: MEMORANDUM TO FILES:

SUBJECT: Columbia River Bridge
at Astoria
Bridge No. 7949

On July 23 representatives of the DeLong Corporation were in Mr. Paxson's office for a general discussion of the construction of the subject bridge. At that time the DeLong Corporation left four preliminary drawings in the office. These drawings being D-2313-SK.2, SK.3, SK. 4, and SK.5. These preliminary drawings cover revisions necessary to permit the DeLong Corporation to proceed with the pier construction on the basis of precasting the entire pier shells and the cross-beam cap from Elevation -3 to +12. These drawings have been reviewed, and comments on the review are covered in a memo to me dated July 25 from L. L. Wallace.

On Friday, July 27, Mr. Wendell, engineer for the DeLong Corporation was in the office for further discussion. The nine points discussed in Mr. Wallace's memo to me were discussed as well as two additional points having to do with construction.

Mr. Wendell agreed with our analysis and will prepare revised drawings covering all precast piers for our review and approval by this office.

One point which was raised by the State was the impossibility of placing the pier shells below Elevation -3 to the exact position so that the precast cap would be located in the exact position as shown on the plans. It was agreed that the shell shaft immediately below -3 would be made an additional 6" in diameter larger than the plan size in order to allow some field adjustment. Pay quantities for the piers will be the quantities actually placed in each pier, however, the diameter of pier shaft for pay quantities will be limited to the cap size + 6". Any larger diameter than this will be for the contractor's convenience, and any added quantities will be at his cost.

Present at the meeting were Mr. Wendell, T. C. Roake, P. M. Stephenson, L. L. Wallace, and the writer.

RECEIVED
JUL 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Ivan D. Merchant
Bridge Engineer

IDM/mm
cc: Mr. P. M. Stephenson
Mr. T. C. Roake
Mr. L. L. Wallace

Attached

NOTED
P. M. STEPHENSON

RECEIVED
[illegible] 1962
FOR FILING
FORM E-30 50M 11-61 40230

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1962

SUBJECT: Astoria Bridge Over the Columbia River

To: MEMO TO FILE

Mr. L. B. De Long, of the De Long Corporation, and several of his assistants were in the office July 23 to discuss the Astoria Bridge pier contract. They left with us preliminary layout prints showing their method of landing the precast shells for the piers. They informed us that they have contracted for approximately $800,000 of equipment with the Albina Engine and Machine Works, Inc., in Portland, and expect delivery on the first of the special barges about October 1, 1962.

The following personnel are top level with the De Long Corporation:

Mr. L. B. De Long, President
29 Broadway, New York 6, N. Y.

Mr. George F. Tait, Executive Vice President
New York City

Mr. Wendell, Engineer
New York City

Mr. Felix Schlickeisen, Superintendent
Astoria

Mr. Ed Schelde, Office Manager
Astoria

Mr. De Long also left with us a statement showing their anticipated earnings over the period of the contract. Mr. Maison can use this estimate in forecasting bond sale and reinvestment schedules.

G S Paxson
G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. Victor D.Wolfe
Mr. I. D. Merchant
Mr. C. H. Maison

DE LONG CORPORATION

CONTRACT NO. 6124 - COLUMBIA RIVER BRIDGE

FORECAST OF EARNINGS PER MONTH

MONTH		EARNINGS
October	1962	$ 67,772
November	1962	663,937
December	1962	717,380
January	1963	607,434
February	1963	626,362
March	1963	628,590
April	1963	793,054
May	1963	599,251
June	1963	482,111
July	1963	503,383
August	1963	548,397
September	1963	591,392
October	1963	223,079
November	1963	220,954
December	1963	102,317
January	1964	150,201
February	1964	140,219
March	1964	134,896
April	1964	67,304
TOTAL		$7,868,033

Enclosure C

CONTRACT NO. 6124 - COLUMBIA RIVER BRIDGE

TABULATION OF QUANTITIES AND DOLLAR VALUE

BID ITEM	UNIT	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
Structural Excavation	C.Y.	13,344	20,300	8,456	5,000	47,100
Structural Exc.(extra)	C.Y.	690	1,120	410	300	2,520
Tremie Concrete	C.Y.		22,180		3,700	25,880
Class A Concrete	C.Y.	12,292	10,290	9,108	2,300	34,620
Metal Reinforcement	lb.	2,072,300	1,900,000	1,327,700	580,000	5,880,000
Furn.Prestr. Piles	L.F.	4,096	57,700		14,700	76,496
Drive " "	Ea.	128	1,154		294	1,576
Load Test	Ea.		1		1	2
Furn. Timber Piles	L.F.		41,600	16,120		57,720
Drive " "	Ea.		640	248		888
Furn. Treated Timber Piles	L.F.	33,600		42,770		76,370
Drive Treated Timber Piles	Ea.	336		422		758
Furn. 14BP73 Piles	L.F.	44,880		100,320		145,200
Furn. 10BP42 "	L.F.	6,405				6,405
Drive Steel Piles	Ea.	752		528		1,280
Splice " "	Ea.	20		250		270
Seal Concrete	C.Y.	4,138		6,862		11,000
Treated timber in place	MBM	194		246		440
Metal Parapet	L.F.	820				820
Structural Steel	L.S.	50%		50%		100%
DOLLAR VALUE		$2,150,214	$2,760,492	$2,362,390	$594,937	$7,868,033

NOTE:	Phase I	Piers 170-175 incl. Spans 172, 173, 174
	Phase II	Piers 5-12 incl., 160-167 incl.
	Phase III	Piers 168 & 169
	Phase IV	Piers 13-20 incl.

Enclosure b

Enclosure b

RECEIVED
JUL 25 1962
FOR FILING

U-F-A03-1 (14)

6124

Files

DE LONG

DE LONG CORPORATION
29 BROADWAY · NEW YORK 6, N. Y.

CABLE ADDRESS
"DELONGDOCK"

TELEPHONE
HANOVER 2-1275

Portland, Oregon
July 23, 1962

Contract
#6124

State of Oregon
State Industrial Accident Commission
Salem, Oregon

Gentlemen:

We acknowledge your letter of July 18th addressed to us in care of our insurance brokers, Hansen & Rowland, Inc., submitting your Notice form to be filled out and returned to you.

We have been awarded the job and have executed the contract, but it will be a while yet before operations are under full swing. It is for this reason we have not been able to answer the Notice form completely, however, for the purpose of complying with statutory requirements we hope the Notice as enclosed is found acceptable.

We also enclose Money Order in the amount of $12.50 covering the registration fee.

Sincerely yours,

De Long Corporation

By
L. B. De Long,
President

HTD:es

c.c. State of Oregon
Oregon State Highway Commission
Salem 10, Ore.
Attention: Mr. Floyd Query

c.c. De Long Corporation
29 Broadway
New York 6, N. Y.
Attention: Mr. George Tait

NOTED
FLOYD QUERY

RECEIVED
JUL 25 1962
OREGON
STATE HIGHWAY COMMISSION

JSF/Pend.

July 18, 1962

Delong Corporation
c/o Hansen & Rowland, Inc.
Insurance Brokers, Tower Bldg
Seattle, Washington

#6124

Gentlemen:

Information received recently from the Oregon State Highway Commission indicates that your firm was awarded a contract designated as "sub-structure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101. FAP No. U-F-003-1 (14).", with the amount of the contract being $7,868,033.00.

Since we have no record of your having registered with this Commission we are enclosing a form to be used in filing a notice of engaging in a hazardous occupation. This form should be fully completed, signed by an officer and returned with the registration fee of $12.50 as soon as possible.

Upon receipt of the completed notice and fee we will be pleased to establish an account and furnish further information and supplies. A business reply envelope is enclosed for your convenience.

Very truly yours,

R. G. Savage, Director
Employer Coverage Division

State Industrial
Accident Comm.

By:
J. S. Fullerton

JSF/ms
Encs.

cc: Highway Department

NOTED
FLOYD QUERY

RECEIVED
JUL 19 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
JUL 23 1962
FOR FILING

[illegible]

6124

HANSEN & ROWLAND INC.
OF OREGON
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
HENRY BUILDING — PHONE CAPITOL 7-0469
PORTLAND 4, OREGON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO

"Since 1890"

July 20, 1962

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC. NOT TO INDIVIDUALS

files

State of Oregon
Oregon State Highway Department
Salem 10, Oregon

RE: Columbia River Bridge, Astoria, Ore-
Pt. Ellice, Wn. Substructure for Steel
Spans. Bridge No. 7949
Contract No. 6124

Attention: Mr. Floyd Query, Secretary
Dear Sir:

We are pleased to enclose in duplicate Contract #6124 and bond relating to the above project. The contract and bond being properly executed by the DeLong Corporation and the bond by the Surety and countersigned by its Oregon Resident Agent.

Your letter of the 17th regarding the discrepancy in amount shown on the Performance Bond has been noted and accepted.

We hope you will find these in order and if there are any questions, please advise.

Yours very truly,

HANSEN & ROWLAND, INC. OF OREGON
General Agents

By H. T. Duren
H. T. Duren,
Vice-President

dc

HTD:es
enc.

c.c. DeLong Corporation
29 Broadway
New York, N.Y.
Attention: Mr.George Tait

RECEIVED
JUL 20 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 19 1962

FOR FILING
6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1962

SUBJECT: Utility Adjustments
Columbia River Bridge
Astoria, Ore.-Point Ellice, Wash.
Pier Contract
Clatsop County
Project No. U-F-003-1(14)

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Please refer to paragraphs three, four and five of Mr. Polk's Memorandum to Mr. Cooper dated May 15, 1962.

Attached you will find copies of the following letters:

From the Spokane, Portland & Seattle Railway Company to Mr. Cooper, dated April 5, 1962;

From Mr. L. I. Lindas to the City of Astoria, The Pacific Northwest Bell Telephone Company, and the Pacific Power and Light Company, all dated May 29, 1962.

The estimate and sketch map for the adjustment of facilities owned by the City of Astoria was submitted to the Bridge Division on June 29, 1962. The Bureau of Public Roads approved this estimate and sketch map on July 13, 1962, and the City was notified to proceed with the work by our letter of July 17, 1962.

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

NOTED
R. L. PORTER

RECEIVED
JUL 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 19 1962
FOR FILING

6124

DOMESTIC SERVICE	
Check the class of service desired, otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	X

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired, otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 18, 1962

Mr. Albert L. Grubb, Bridge Engineer
Maryland State Road Commission
300 W. Preston Street
Baltimore, Maryland

Through truss spans Piers 5 to 12 estimated cost $52 per square foot. Three main spans $162 per square foot. Pier No. 9 $262,000. Costs include 12½ per cent engineering and contingencies. Estimates are for complete units including piers. Estimates based on 28-foot roadway between curbs.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Accounting

RECEIVED
JUL 18 1962
FOR FILING

6124

July 17, 1962

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Wn.

Attention: Mr. H. T. Duren

Gentlemen:

Mr. Tait, with the DeLong Corporation, phoned from New York this morning and called to my attention a discrepancy in the total amount of Contract No. 6124 for the substructure for steel spans on the Columbia River Bridge at Astoria.

The contract amount as shown on the page preceding Page 5 is correctly shown in the amount of $7,868,033. However, on Page 8 of the Performance Bond, the total has been erroneously shown as $7,863,033.

Mr. Tait stated that the contract and bond are being signed in New York and will be forwarded today to your office for execution of the bond.

As the Performance Bond on Page 8 is the signature page for the contract on the opposite side, it may be that you cannot substitute the corrected pages which we have attached. If such is true, you may use this letter as authority that the amount shown on Page 8 under Performance Bond should be the same as the total contract amount, that is, $7,868,033.

When the bond has been executed by your company, please forward the contract copies to this office and we will make the correction on Page 8.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

Enc.

CC: DeLong Corporation
29 Broadway
New York, N. Y.
Attn: Mr. George F. Tait

Mr. Ivan D. Merchant
Dorothy Cook

RECEIVED
1962
FOR FILING
F-003-1(14)
6124

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 17, 1962

City of Astoria
City Hall
Astoria, Oregon

Re: Sewer Line Adjustment
Astoria Bridge Piers
US 101 Extension
Clatsop County
Project No. U-F-003-1(14)

ATTENTION: Mr. L. D. Brownson

Gentlemen:

Your estimate and sketch map for the adjustment of the City's sewer lines on this project have been approved by the State and the Bureau of Public Roads.

You are hereby authorized to proceed with the work as of July 13, 1962. Reimbursement for work done subsequent to that date will be made subject to the terms of PPM 30-4, and all supplements thereto.

The State and the Bureau of Public Roads hereby approve the contract method the City contemplates to use if necessary. This is also subject to the provisions of PPM 30-4.

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh
cc: J. D. Walker
L. H. Young
C. H. Maison
I. D. Merchant
General Files
Robert Ellison
A. W. Parsons - BPR

RECEIVED
JUL 16 1962
FOR FILING

[illegible] Forrest Cooper, State Highway Engineer
Salem, Oregon

July 1[illegible], 1962

[illegible], Division Engineer
Salem, Oregon

[illegible]

Sewer Line Revisions
City of Astoria - Astoria Bridge
Oregon-Washington Project [illegible]03-1(11)

The cost estimate submitted with your letter of July 11, 1962 and plans of proposed sewer revision submitted with your letter of July 2, 1962, are approved. Our memorandum of June 2[illegible], 1962, in which we urged you to expedite the submission of these plans and cost estimate, also acknowledged that we had approved the agreement between the State and the City on June 1[illegible], 1962.

You are authorized to proceed with the work. We approve the contract method the city contemplates to use if necessary, providing the provisions of PPM [illegible] are complied with.

NOTED
R. L. PORTER

Original To Young
7-16-62

RECEIVED
JUL 11 1962

FOR FILING

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1962

SUBJECT: Astoria Bridge
FAP No. U-F-003-1(14)
Bridge No. 7949

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

We refer to paragraphs four (4) and five (5) of the Memorandum from Mr. A. W. Parsons to Mr. Forrest Cooper dated June 29, 1962, a copy of which is hereto attached.

The City of Astoria has already submitted an estimate and sketch map for the adjustment of its facilities on this project. This estimate and sketch map was submitted to the Bureau of Public Roads on July 2, 1962.

Mr. Gene Wunder of the Pacific Northwest Bell Telephone Company informs us that their plan of work has been completed except for the method of protecting the lines when the contractor is operating. They are in contact with the Resident Bridge Engineer, Mr. R. W. Ellison.

Mr. R. H. Sallee at Pacific Power and Light Company informs us that the adjustment of their facilities can be made at any time. The line foreman in Astoria is in constant contact with Mr. Ellison.

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

NOTED
R. L. PORTER

FWS:bjh

cc: I. D. Merchant
J. W. Nash
J. D. Walker
R. W. Ellison
C. H. Maison
General Files

JUL 1[illegible] 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 3 1962
FOR FILING
U-F-003-1(14)
6124

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 29, 1962

A. W. Parsons, Division Engineer
08-35.4-0 Salem, Oregon

Oregon-Washington Project U-F-003-1(14)
Columbia River Bridge
Astoria, Oregon-Point Ellice, Washington
Substructure for Steel Spans

As requested in Mr. Young's letter of today, this memorandum confirms our prior concurrence in award of contract No. 6124 for the subject project, to De Long Corporation of New York, New York, low bidder in the amount of $7,868,033.00 at the June 27, 1962 bid opening.

Though your letter states that all rights-of-way or rights-of-entry have been acquired, previous correspondence and the special provisions indicate that the area to be occupied by Piers No. 171 through No. 175, probably will not be available until November 1, 1962.

Requirements that right-of-way be available for the contractors use are being vaived for the project as being in the public interest for the following reasons:

(1) There is an urgent need to advance the project to the physical construction stage since bonds have been sold and the overall project will take a considerable number of years to complete.

(2) The above mentioned piers are on dry land and are a relatively minor portion of the project. They are particularly suited to construction during the winter months. Consequently, the contractor can proceed on substantially all of the project in a reasonably economical and orderly manner.

(3) Delaying the availability of the area for the contractor's use will assure an orderly adjustment of the affected property owners and economical disposition of improvements which are a part of the acquired right-of-way.

We approved your agreement with the city of Astoria covering traffic control measures and utility adjustments on June 18, 1962. You are

original To Young
7-3-62

urged to expedite submission plans and estimate for city owned utility work in order that we may authorize you to proceed with adjustments to properly coordinate such work with the physical construction.

We would appreciate advice of action by Pacific Northwest Bell Telephone Co. and Pacific Power & Light Company in the adjustment of their telephone and power lines, respectively, on a non-reimbursable basis, as outlined in Staff Attorney Hershberger's May 29, 1962 letters to these companies.

You have furnished this office with letters dated April 5, 1962 and June 12, 1962 from the Spokane, Portland and Seattle Railway Company permitting right-of-entry and approving your plans and specifications as evidence of their agreement.

We understand the Pacific Northwest Bell Telephone Company has completed moving their submarine cable near the Washington shore on a reimbursable basis without Federal-aid participation.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

W. F. GARRETT
RIGHT OF WAY AND TAX AGENT

H. S. HUDSON
ASSISTANT [illegible] WAY AND TAX AGENT

R. E. HAMILTON

RIGHT OF WAY & TAX DEPARTMENT

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

April 5, 1962
File: 375

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. J. S. [illegible]
Deputy State Highway Engr.

Dear Sir:

[illegible] reference to Railway Company Chief Engineer [illegible]'s letter of March 2[illegible], 1962 to you relative to [illegible] encroachments [illegible] Railway Company property in Astoria for the south approach to the proposed Columbia River Bridge.

[illegible] now informs me that you are [illegible] to progress your construction work, particularly as it affects parcel No. 2, which was for a temporary [illegible] for the duration of project [illegible] on the following described parcel, to wit:

> A parcel of land [illegible] Railway Company [illegible] [illegible] parallel to and [illegible]

[illegible] this letter [illegible] Spokane, Portland and Seattle Railway [illegible]

CONSTRUCTION DIVISION
RECEIVED
MAY 22 1962
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REFERRED TO
Sugnet

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

W. P. GARRETT
RIGHT OF WAY AND TAX AGENT

RIGHT OF WAY & TAX DEPARTMENT

H. E. HUDSON
ASSISTANT RIGHT OF WAY AND TAX AGENT

R. E. HAMILTON
TAX AGENT

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

proceed with the placing of the cofferdam necessary in the construction of your proposed pier at this location. It is understood that the right of entry herein granted will be subject to all terms and conditions of a pending formal agreement to be executed by and between the Railway Company and the State. Said agreement to also cover work to be done by the State on parcels designated as No. 1 and No. 3, which have been the subject of previous correspondence between you and Mr. Moy. As to Parcel No. 2, when starting work on your project, please have your representative contact Railway Company section foreman Davis at Astoria.

Yours very truly,

Right of Way and Tax Agent

WPG/ca

cc Mr. H. F. Moy

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FORM E-30X—30M—11 [illegible] 40231
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FOR FILING

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1962

To: Mr. J. D. Walker
Division Engineer

OFFICE

SUBJECT: Sewer Line Adjustment
Astoria Bridge Piers
101 Extension
Clatsop County
Project U-F-003-1(14)

Attached are four (4) copies of the estimate and sketch map submitted by the City of Astoria for the adjustment of its facilities on this section.

Please prepare and submit a State Force Order for this work.

Please transmit one (1) copy of the estimate and sketch map to the DMS for this area.

F. D. Morgan
Construction Engineer

By I

T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh
Attachments

cc: General Files ✓

RECEIVED
JUL 10 1962
FORM E-30X—50M—11-61—40231
FOR FILING

[illegible]

6124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1962

SUBJECT: Astoria Bridge
FAP No. U-F-003-1(14)
Bridge No. 7949

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

We refer to paragraphs four (4) and five (5) of the Memorandum from Mr. A. W. Parsons to Mr. Forrest Cooper dated June 29, 1962, a copy of which is hereto attached.

The City of Astoria has already submitted an estimate and sketch map for the adjustment of its facilities on this project. This estimate and sketch map was submitted to the Bureau of Public Roads on July 2, 1962.

Mr. Gene Wunder of the Pacific Northwest Bell Telephone Company informs us that their plan of work has been completed except for the method of protecting the lines when the contractor is operating. They are in contact with the Resident Bridge Engineer, Mr. R. W. Ellison.

Mr. R. H. Salloe at Pacific Power and Light Company informs us that the adjustment of their facilities can be made at any time. The line foreman in Astoria is in constant contact with Mr. Ellison.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

FWS:hjh

cc: I. D. Merchant
J. V. Nash
J. D. Walker
R. W. Ellison
C. H. Maison
General Files ✓

RECEIVED
JUL 10 1962
FOR FILING

6124

July 3, 1962

Engineering News-Record
330 West 42nd Street
New York 36, N. Y.

Gentlemen:

In compliance with your request of April 12, we are submitting unit price report data, a tabulation of the bids, and other information in regard to the Columbia River Bridge at Astoria, Oregon.

The bids were opened on June 27 for the construction of 32 piers and three concrete spans for this structure. The contract was awarded to the DeLong Corporation of New York, N.Y., on its low bid of $7,868,033.

The structural steel superstructure and the remainder of the concrete spans will be contracted at a later date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. V. D. Wolfe

A [illegible]
[illegible]
[illegible]
for 4.1 mi. [illegible]
003-1 (14) Plans $2. CD 3/30/62. [illegible]

UNIT PRICE REPORT DA

for Business News Dept., Engineering News-Record, 330 W. 42nd St., New York 36, N. Y.

NAME of Project: Columbia River Bridge Piers **Bids Opened, date** June 27, 1962

LOCATION: Between Astoria, Oregon and Megler, Washington

ENGINEER'S ESTIMATE $ 8,077,074.00

To make these unit prices more interesting and useful, please supply the following background data:

DESCRIPTION: Size (length, height, depth or other dimensions) 32 piers for main and approach spans.

Nature or purpose of work Bridge to replace present ferry across Columbia River on Oregon Coast Highway, US101.

ENGINEER, name and address Oregon State Highway Department, Salem, Oregon

CONTRACT AWARD to, name DeLong Corporation, New York City **Amount $** 7,868,033.00

CONTRACT DATES: Start 6/29/62 Complete 6/30/64 OR Days allowed for completion: calendar ______ working ______

Liquidated damages: $2,000.00 per day

WAGE RATES (needed to "explain" prices) Minimum ( ) Prevailing (x) Show actual amount, include fringe benefits: Skilled $4.05 /hr max. Semi-skilled $______ /hr Common $3.00 /hr Other wage classification important to job Varies with craft $___ /hr ______ $___ /hr

TRANSPORTATION available: Rail (x) Highway (x) Water (x) Distance from railhead one mi

MATERIALS: furnished by owner, list None

Where concrete, class A (or other) is priced, please define: by cement content, compressive strength or other standard Class A 6.3 sacks per c.y. 3,300 p.s.i.
Precast 7.5 sacks per c.y. 5,000 p.s.i.

When cast iron pipe prices are shown please define quality by weight or ASTM standard None

SPECIAL CONDITIONS: Describe here anything that makes this job unusual, also any difficult problems to be overcome, and unusual or interesting equipment to be used.

(See Over)

(use back of page if needed)

UNIT PRICES: Send copy of official unit price tabulation if available in mimeograph or blueprint form. If not, send copy of all items bid on, quantities, engineer's estimate and unit prices bid by the 2 lowest bidders. If not awarded to low bidder explain circumstances and show unit prices bid by successful contractor, and low bidder. In this case please show number of bidders, name of highest bidder and amount of this bid.

The following are the unit bids on the main items of the contract:

		DeLong Corp. New York City	Massman Const. Co. Kansas City, Mo
Class A Concrete	c.y.	$118.75 - $157.50	$60.00 - $80.00
Metal Reinforcement	lb.	0.16	0.12
Furnish Steel Piles	lin. ft.	7.00	9.00
Drive Steel Piles	each	100.00	150.00
Shoring & Cribbing	total	$440,400.00	$985,880.00

The DeLong Corporation, the low bidder, evidently placed a good share of its shoring and cribbing costs in its bids on Class A concrete and metal reinforcement. It would be impracticable to attempt any comparison other than the total bid on the project.

This is the first of five contracts to be let for this structure. The total cost of the complete structure will be approximately $24,000,000. This contract is for 32 piers which support the main spans and approach spans. A later contract will include the structural steel with the concrete deck on the steel spans, and a third contract will be for about two miles of viaduct supported on large size hollow concrete piles. The fourth and fifth contracts will be the viaduct approaches on the Oregon end of the structure and on the Washington end of the structure.

It is anticipated that the remaining contracts will be let during 1963.

I attach a copy of the bid tabulations but doubt that you can get much from them because of the many alternates involved.

GSP:ms
July 3, 1962

ENGINEERING NEWS-RECORD
A McGraw-Hill Publication • 330 West 42nd Street, New York 36, N.Y. • LOngacre 4-3000

June 27, 1962

REFERRED TO
Forrest Cooper
SECRETARY

Oregon State Highway Commission
Highway Building
Salem, Oregon

Gentlemen:

The bids you received on the accompanying project should make an interesting report in Engineering News-Record on current unit prices. Could you send us a copy of the abstract showing the itemized quantities and unit prices for publication in our unit price pages?

To add to their value and interest, would you also give us some background information such as that outlined in the accompanying check sheet? Note especially the section that asks what unusual conditions prevail that would affect costs. A "normal" job yields valuable price data - so does a special situation.

Your help in making this valuable information on current prices available to the readers of Engineering News-Record will be much appreciated. Your comments and evaluation will be welcomed too.

Yours very truly,

Bente K. Swenson
Unit Price Editor

enc.

Paxson

NOTED
G. S. PAXSON

RECEIVED
JUN 28 1962
OREGON
STATE HIGHWAY COMMISSION

Member • Audit Bureau of Circulations • Associated Business Publications

1	DELONG CORPORATION	7,868,033.00	6	27	2	6	433
	NEW YORK 6 NEW YORK		6	27	2	6	433
2	MASSMAN CONST CO & JOHNSON	8170615.00	6	27	2	6	001
	DRAKE & PIPER INC KANSAS CIT		6	27	2	6	001
3	GENERAL CONST CO & MANSON	8626380.60	6	27	2	6	008
	CONST & ENGR CO PORTLAND		6	27	2	6	008
4	GUY F ATKINSON COMPANY	8824005.00	6	27	2	6	019
	SOUTH SAN FRANCISCO CALIFORNIA		6	27	2	6	019
5	PETER KIEWIT SONS CO	8880456.35	6	27	2	6	189
	OMAHA 31 NEBRASKA		6	27	2	6	189
6	POMEROY-BATES & ROGERS-STEERS	10,153477.00	6	27	2	6	003
	GERWICK SAN FRANCISCO 11		6	27	2	6	003
7	MORRISON-KNUDSEN INC & PUGET	10,429628.00	6	27	2	6	004
	SOUND BR CO & LE BOEUF SEATT		6	27	2	6	004

7868033.00	6	27	2	6	433
	6	27	2	6	433
8170615.00	6	27	2	6	801
	6	27	2	6	801
8624580.60	6	27	2	6	802
	6	27	2	6	802
8824005.00	6	27	2	6	819
	6	27	2	6	819
8880456.50	6	27	2	6	189
	6	27	2	6	189
10,153477.00	6	27	2	6	803
	6	27	2	6	803
10,429626.00	6	27	2	6	804
	6	27	2	6	804

6 27 2 06			435		801	802
1 SHORING CRIBBING ETC	1.0	LUMP SUM	100.00	100.00	15860.00	27847.00
2 STRUCTURAL EXCAVATION	300.0	CU YDS	15.00	4500.00	21.00	15.00
3 STRUCT EXCAV BELOW ELEV SHOWN	20.0	CU YDS	30.00	600.00	21.00	27.00
4 TREMIE CONCRETE	580.0	CU YDS	50.00	29000.00	29.00	22.00
5 CLASS A CONCRETE	520.0	CU YDS	157.50	81900.00	60.00	63.70
6 METAL REINFORCEMENT	50000.0	LBS	.16	8000.00	.12	.125
7 SHORING CRIBBING ETC	1.0	LUMP SUM	.00	.00		
8 STRUCTURAL EXCAVATION	250.0	CU YDS	.00	.00		
9 STRUCT EXCAV BELOW ELEV SHOWN	20.0	CU YDS	.00	.00		
10 SEAL CONCRETE	850.0	CU YDS	.00	.00		
11 CLASS A CONCRETE	600.0	CU.YDS	.00	.00		
12 METAL REINFORCEMENT	44000.0	LBS	.00	.00		
13 SHORING CRIBBING ETC	1.0	LUMP SUM	100.00	100.00	100000.00	377465.00
14 STRUCTURAL EXCAVATION	11000.0	CU YDS	1.00	11000.00	3.00	3.60
15 STRUCT EXCAV BELOW ELEV SHOWN	600.0	CU YDS	1.00	600.00	12.00	5.00
16 FURNISH 14-IN PRESTRESSED PILING	50900.0	LIN FT	5.00	254500.00	6.00	5.02
17 DRIVE PRESTRESSED PILES	1018.0	ONLY	48.00	48864.00	100.00	173.00
18 TREMIE CONCRETE	13000.0	CU YDS	30.00	390000.00	21.00	21.75
19 CLASS A CONCRETE	5400.0	CU YDS	118.75	641250.00	65.00	73.20

433		801	802	803	804	19	
100.00	100.00	15880.00	27847.00	12000.00	42000.00	[illegible]	$50,000^{00}$
15.00	4500.00	21.00	15.00	30.00	10.00	36.25	30^{00}
30.00	600.00	21.00	27.00	30.00	32.00	[illegible]	30^{00}
50.00	29000.00	25.00	22.80	20.80	37.00	32.25	26^{00}
157.50	81900.00	60.00	63.70	86.65	110.00	107.50	75^{00}
.16	8000.00	.12	.125	.10	.15	.113	.12
.00	.00						
.00	.00						
.00	.00						
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.00	.00						
.00	.00						
100.00	100.00	100000.00	377465.00	190342.00	300000.00	48806.00	$500,000^{00}$
1.00	11000.00	3.00	3.60	4.50	6.00	7.60	6^{00}
1.00	600.00	12.00	5.00	6.00	6.00	7.60	6^{00}
5.00	254500.00	6.00	5.02	3.60	3.00	2.90	3^{75}
48.00	48864.00	100.00	173.00	500.00	375.00	167.50	160^{00}
30.00	390000.00	21.00	21.75	48.10	37.00	32.25	[illegible]
118.75	641250.00	65.00	73.20	86.30	110.00	110.00	

6 27 2 06

			633		801	802
20 METAL REINFORCEMENT	800000.0	LBS	.16	128000.00	.12	.125
21 SHORING CRIBBING ETC	1.0	LUMP SUM	.00	.00		
22 STRUCTURAL EXCAVATION	9600.0	CU YDS	.00	.00		
23 STRUCT EXCAV BELOW ELEV SHOWN	300.0	CU YDS	.00	.00		
24 FURNISH 14-IN PRESTRESSED PILING	38050.0	LIN FT	.00	.00		
25 DRIVE PRESTRESSED PILES	761.0	ONLY	.00	.00		
26 SEAL CONCRETE	11500.0	CU YDS	.00	.00		
27 CLASS A CONCRETE	8000.0	CU YDS	.00	.00		
28 METAL REINFORCEMENT	950000.0	LBS	.00	.00		
29 SHORING CRIBBING ETC	1.0	LUMP SUM	100.00	100.00	120000.00	246273.00
30 STRUCTURAL EXCAVATION	3000.0	CU YDS	1.00	3000.00	7.00	5.00
31 STRUCTURAL EXC BELOW ELEV SHOWN	300.0	CU YDS	1.00	300.00	25.00	8.00
32 FURNISH 14 IN PRESTRESSED PILING	14700.0	LIN FT	5.00	73500.00	7.50	4.07
33 DRIVE PRESTRESSED PILES	294.0	ONLY	48.00	14112.00	250.00	174.00
34 LOAD TEST PRESTRESSED PILE	1.0	ONLY	25000.00	25000.00	5000.00	13300.00
35 TREMIE CONCRETE	3700.0	CU YDS	30.00	111000.00	30.00	23.00
36 CLASS A CONCRETE	2300.0	CU YDS	118.75	273125.00	88.00	98.95
37 METAL REINFORCEMENT	580000.0	LBS	.16	92800.00	.12	.125
38 SHORING CRIBBING ETC	1.0	LUMP SUM	.00	.00		

433		881	882	883	884	19	
.16	128000.00	.12	.125	.10	.15	.113	.12
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.00	.00						
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100.00	100.00	120000.00	243273.00	212676.00	336000.00	40500.00	350,00
1.00	3000.00	7.00	5.60	7.30	6.00	9.25	6 25
1.00	300.00	25.00	5.00	8.00	6.00	9.50	6 25
5.00	75500.00	7.50	4.87	3.30	3.00	2.90	3 35
48.00	16112.00	250.00	174.00	500.00	375.00	215.00	160
25000.00	25000.00	5000.00	13365.00	8105.00	12000.00	4000.00	20,00
30.00	111000.00	30.00	23.00	28.55	37.00	32.25	26
118.75	273125.00	80.00	90.95	113.55	120.00	141.00	90
.16	92800.00	.12	.125	.10	.15	.113	.12
.00	.00						

6 27 2 06			433		801	802
39 STRUCTURAL EXCAVATION	3000.0	CU YDS	.00	.00		
40 STRUCTURAL EXC BELOW ELEV SHOWN	200.0	CU YDS	.00	.00		
41 FURNISH 14 IN PRESTRESSED PILING	14200.0	LIN FT	.00	.00		
42 DRIVE PRESTRESSED PILES	284.0	ONLY	.00	.00		
43 LOAD TEST PRESTRESSED PILE	1.0	ONLY	.00	.00		
44 SEAL CONCRETE	2900.0	CU YDS	.00	.00		
45 CLASS A CONCRETE	2000.0	CU YDS	.00	.00		
46 METAL REINFORCEMENT	430000.0	LBS	.00	.00		
47 SHORING CRIBBING ETC	1.0	LUMP SUM	100.00	100.00	100000.00	293120.00
48 STRUCTURAL EXCAVATION	9000.0	CU YDS	1.00	9000.00	7.00	4.20
49 STRUCTURAL EXC BELOW ELEV SHOWN	500.0	CU YDS	1.00	500.00	15.00	6.00
50 FURNISH 14 IN PRESTRESSED PILING	6800.0	LIN FT	5.00	34000.00	7.00	4.70
51 FURNISH TIMBER PILING	41600.0	LIN FT	1.00	41600.00	2.00	.64
52 DRIVE PRESTRESSED PILES	136.0	ONLY	48.00	6528.00	250.00	174.30
53 DRIVE TIMBER PILES	640.0	ONLY	40.00	25600.00	70.00	188.30
54 LOAD TEST TIMBER PILE	1.0	ONLY	25000.00	25000.00	5000.00	12165.00
55 TREMIE CONCRETE	8600.0	CU YDS	30.00	258000.00	30.00	22.10
56 CLASS A CONCRETE	5000.0	CU YDS	118.75	593750.00	75.00	67.30
57 METAL REINFORCEMENT	1050000.0	LBS	.16	168000.00	.12	.125

433		801	802	803	804	19	
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.00	.00						
100.00	100.00	100000.00	293120.00	94288.00	136000.00	61000.00	300,
1.00	9000.00	7.00	4.20	4.75	6.00	5.25	6
1.00	300.00	15.00	6.00	1.00	6.00	5.25	6
2.00	34000.00	7.50	4.90	1.50	3.00	2.90	3 75
1.00	41600.00	2.00	.64	.85	.75	.60	.90
42.00	6528.00	250.00	174.50	300.00	375.00	217.50	140
40.00	25600.00	70.00	109.30	200.00	339.00	110.00	100
25000.00	25000.00	5000.00	12162.00	3945.00	12000.00	4000.00	20,00
30.00	258000.00	30.00	22.10	20.45	37.00	32.25	26
118.75	393750.00	75.00	67.30	71.85	130.00	211.50	25
.16	168000.00	.12	.125	.10	.15	.113	.12

6 27 7 06

				433		801	802
58	SHORING CRIBBING ETC	1.0	LUMP SUM	.00	.00		
59	STRUCTURAL EXCAVATION	7300.0	CU YDS	.00	.00		
60	STRUCTURAL EXC BELOW ELEV SHOWN	400.0	CU YDS	.00	.00		
61	FURNISH 14 IN PRESTRESSED PILING	7400.0	LIN FT	.00	.00		
62	FURNISH TIMBER PILING	36725.0	LIN FT	.00	.00		
63	DRIVE PRESTRESSED PILES	148.0	ONLY	.00	.00		
64	DRIVE TIMBER PILES	565.0	ONLY	.00	.00		
65	LOAD TEST TIMBER PILE	1.0	ONLY	.00	.00		
66	SEAL CONCRETE	9600.0	CU YDS	.00	.00		
67	CLASS A CONCRETE	6700.0	CU YDS	.00	.00		
68	METAL REINFORCEMENT	1000000.0	LBS	.00	.00		
69	SHORING CRIBBING ECTC	1.0	LUMP SUM	435000.00	435000.00	550000.00	329136.00
70	STRUCTURAL EXCAVATION	20000.0	CU YDS	1.00	20000.00	5.00	3.90
71	STRUCTURAL EXC BELOW ELEV SHOWN	1000.0	CU YDS	1.00	1000.00	10.00	5.65
72	FURNISH 14-IN PRESTRESSED PILING	4096.0	LIN FT	5.00	20480.00	7.50	4.50
73	FURNISH TIMBER PILING	16120.0	LIN FT	1.00	16120.00	2.00	.70
74	FURNISH TREATED TIMBER PILING	76370.0	LIN FT	2.00	152740.00	4.00	1.78
75	FURNISH 14BP73 STEEL PILING	145200.0	LIN FT	7.00	1016400.00	9.00	7.25
76	DRIVE PRESTRESSED PILES	128.0	ONLY	48.00	6144.00	80.00	48.00

433		801	802	803	804	19	
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.00	.00						
.00	.00						
435000.00	435000.00	330000.00	327134.00	470887.00	700000.00	40700.00	500,000
1.00	20000.00	5.00	3.90	2.35	4.00	2.00	6 00
1.00	1000.00	10.00	5.65	3.00	5.00	2.25	6 00
5.00	20480.00	7.50	4.50	3.75	3.00	4.00	3 50
1.00	16120.00	2.00	.70	.90	.75	.60	.90
2.00	152740.00	4.00	1.78	1.30	2.00	2.15	1 50
7.00	1016400.00	9.00	7.25	5.80	6.00	5.90	7 00
48.00	6144.00	80.00	46.00	500.00	90.00	130.00	50 00

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 5 27 2 06                                       433                          801          802
77 DRIVE TIMBER PILES
                          248.0    ONLY          40.00       9920.00        80.00        92.50
78 DRIVE TREATED TIMBER
    PILING                758.0    ONLY          40.00      30320.00        70.00        41.00
79 DRIVE STEEL PILES
                         1056.0    ONLY         100.00     105600.00       150.00       227.50
80 SPLICE STEEL PILES
                          250.0    ONLY          20.00       5000.00        30.00        33.50
81 SEAL CONCRETE
                        11000.0    CU YYDS       30.00     330000.00        40.00        29.30
82 CLASS A CONCRETE
                        17000.0    CU YDS        75.00    1275000.00        40.00        37.70
83 METAL REINFORCEMENT
                      2500000.0    LBS             .15     375000.00          .12         .125
84 STRUCTURAL STEEL
                            1.0    LUMP SUM   50000.00      50000.00    100000.00     39080.00
85 TREATED TIMBER IN PLACE
                          440.0    M-FBM        466.00     205040.00       750.00       315.00
86 SHORING CRIBBING ETC
                            1.0    LUMP SUM    5000.00       5000.00    100000.00     59824.00
87 STRUCTURAL EXCAVATION
                         1800.0    CU YDS         3.00       5400.00         4.50         3.00
88 STRUCTURAL EXC BELOW ELEV
    SHOWN                 100.0    CU YDS         3.00        300.00         2.00        11.50
89 FURNISH 10BP42 STEEL
    PILING               6405.0    LIN FT         4.00      25620.00         5.00         5.20
90 DRIVE STEEL PILES
                          224.0    ONLY          30.00       6720.00        60.00        32.50
91 SPLICE STEEL PILES
                           20.0    ONLY          20.00        400.00        30.00        34.00
92 CLASS A CONCRETE
                         4400.0    CU YDS        60.00     264000.00        60.00        70.65
93 METAL REINFORCEMENT
                       900000.0    LBS             .15     135000.00          .12         .125
94 METAL PARAPET RAILING
                          820.0    LIN FT        20.00      16400.00         6.00         9.00
990        1500TOTAL BID
                                                           7868033.00   8170615.00  8626380.6
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433		801	802	803	804	19	
40.00	9920.00	80.00	92.50	300.00	200.00	124.00	50^{00}
40.00	30320.00	70.00	41.00	88.50	140.00	95.00	60^{00}
100.00	105600.00	190.00	227.50	960.00	300.00	335.00	150^{00}
20.00	3000.00	30.00	33.50	66.00	75.00	40.00	40^{00}
30.00	330000.00	40.00	26.30	21.40	30.00	30.00	25^{00}
75.00	1275020.00	40.00	37.70	48.65	75.00	[illegible]	50^{00}
.15	375000.00	.12	.125	.10	.14	.115	.12
50000.00	50000.00	100000.00	39030.00	72025.00	81000.00	100000.00	60,0
466.00	205040.00	750.00	515.00	673.95	360.00	625.00	400^{00}
5000.00	5000.00	100000.00	59824.00	225982.00	10000.00	4866.00	30,00
3.00	3400.00	4.50	3.00	11.95	10.00	3.25	5^{00}
2.00	300.00	2.00	11.50	14.90	12.00	3.25	5^{00}
4.00	25620.00	3.00	5.20	1.60	4.00	3.50	3^{50}
30.00	6720.00	60.00	32.50	300.00	50.00	144.00	50^{00}
20.00	600.00	10.00	34.00	60.00	50.00	36.90	40^{00}
60.00	264000.00	50.00	70.65	98.40	110.00	78.75	55^{00}
.15	135000.00	.12	.125	.10	.14	.113	.12
20.00	16400.00	6.00	9.00	8.45	15.00	10.50	7^{50}
	7868033.00	8170615.00	8626380.60	[illegible]53?77.00	[illegible]29626.00	8824005.00	

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     4 27 2 04                                   485                              188
   1 SHORING CRIBBING ETC
                           1.0    LUMP SUM    100.00        100.00
   2 STRUCTURAL EXCAVATION
                         300.0    CU YDS       15.00       4500.00
   3 STRUCT EXCAV BELOW ELEV
     SHOWN                20.0    CU YDS       30.00        600.00
   4 TREMIE CONCRETE
                         580.0    CU YDS       50.00      29000.00
   5 CLASS A CONCRETE
                         520.0    CU YDS      157.50      81900.00
   6 METAL REINFORCEMENT
                       50000.0    LBS            .16       8000.00
   7 SHORING CRIBBING ETC
                           1.0    LUMP SUM       .00           .00      50000.00
   8 STRUCTURAL EXCAVATION
                         250.0    CU YDS         .00           .00         40.00
   9 STRUCT EXCAV BELOW ELEV
     SHOWN                20.0    CU YDS         .00           .00         60.00
  10 SEAL CONCRETE
                         550.0    CU YDS         .00           .00         30.00
  11 CLASS A CONCRETE
                         600.0    CU YDS         .00           .00         40.00
  12 METAL REINFORCEMENT
                       44000.0    LBS            .00           .00           .12
  13 SHORING CRIBBING ETC
                           1.0    LUMP SUM    100.00        100.00
  14 STRUCTURAL EXCAVATION
                       11000.0    CU YDS        1.00      11000.00
  15 STRUCT EXCAV BELOW ELEV
     SHOWN               600.0    CU YDS        1.00        400.00
  16 FURNISH 14-IN PRESTRESSED
     PILING            50900.0    LIN FT        5.00     254500.00
  17 DRIVE PRESTRESSED PILES
                        1018.0    ONLY         48.00      48864.00
  18 TREMIE CONCRETE
                       13000.0    CU YDS       30.00     390000.00
  19 CLASS A CONCRETE
                        5400.0    CU YDS      118.75     641250.00
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 6 27 2 06                                    431                   189
20 METAL REINFORCEMENT
                  800000.0   LBS              .16   128000.00
21 SHORING CRIBBING ETC .
                       1.0   LUMP SUM         .00         .00   760000.00
22 STRUCTURAL EXCAVATION
                    9600.0   CU YDS           .00         .00        4.00
23 STRUCT EXCAV BELOW ELEV
   SHOWN             500.0   CU YDS           .00         .00        4.00
24 FURNISH 14-IN PRESTRESSED
   PILING          38050.0   LIN FT           .00         .00        3.50
25 DRIVE PRESTRESSED PILES
                     761.0   ONLY             .00         .00       80.00
26 SEAL CONCRETE
                   11500.0   CU YDS           .00         .00       30.00
27 CLASS A CONCRETE
                    9000.0   CU YDS           .00         .00       40.00
28 METAL REINFORCEMENT
                  950000.0   LBS              .00         .00         .13
29 SHORING CRIBBING ETC
                       1.0   LUMP SUM      100.00      100.00
30 STRUCTURAL EXCAVATION
                    5000.0   CU YDS          1.00     5000.00
31 STRUCTURAL EXC BELOW ELEV
   SHOWN             300.0   CU YDS          1.00      300.00
32 FURNISH 14 IN PRESTRESSED
   PILING          14700.0   LIN FT          5.00    73500.00
33 DRIVE PRESTRESSED PILES
                     294.0   ONLY           48.00    14112.00
34 LOAD TEST PRESTRESSED
   PILE                1.0   ONLY        25000.00    25000.00
35 TREMIE CONCRETE
                    3700.0   CU YDS         30.00   111000.00
36 CLASS A CONCRETE
                    2300.0   CU YDS        118.75   273125.00
37 METAL REINFORCEMENT
                  580000.0   LBS              .16    92800.00
38 SHORING CRIBBING ETC
                       1.0   LUMP SUM         .00         .00   308000.00
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  6 27 2 06                                         433                    189
39 STRUCTURAL EXCAVATION
                      3000.0   CU YDS              .00          .00         4.00
40 STRUCTURAL EXC BELOW ELEV
   SHOWN               200.0   CU YDS              .00          .00         4.00
41 FURNISH 14 IN PRESTRESSED
   PILING            14200.0   LIN FT              .00          .00         3.50
42 DRIVE PRESTRESSED PILES
                       284.0   ONLY                .00          .00        80.00
43 LOAD TEST PRESTRESSED
   PILE                  1.0   ONLY                .00          .00      5000.00
44 SEAL CONCRETE
                      2900.0   CU YDS              .00          .00        30.00
45 CLASS A CONCRETE
                      2800.0   CU YDS              .00          .00        60.00
46 METAL REINFORCEMENT
                    430000.0   LBS                 .00          .00          .13
47 SHORING CRIBBING ETC
                         1.0   LUMP SUM         100.00       100.00
48 STRUCTURAL EXCAVATION
                      9000.0   CU YDS             1.00      9000.00
49 STRUCTURAL EXC BELOW ELEV
   SHOWN               500.0   CU YDS             1.00       500.00
50 FURNISH 14 IN PRESTRESSED
   PILING             6800.0   LIN FT             5.00     34000.00
51 FURNISH TIMBER PILING
                     41600.0   LIN FT             1.00     41600.00
52 DRIVE PRESTRESSED PILES
                       136.0   ONLY              48.00      6528.00
53 DRIVE TIMBER PILES
                       640.0   ONLY              40.00     25600.00
54 LOAD TEST TIMBER PILE
                         1.0   ONLY           25000.00     25000.00
55 TREMIE CONCRETE
                      8600.0   CU YDS            30.00    258000.00
56 CLASS A CONCRETE
                      5000.0   CU YDS           118.75    593750.00
57 METAL REINFORCEMENT
                   1050000.0   LBS                 .16    168000.00
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                                                433                         189
 6 27 2 06
58 SHORING CRIBBING ETC
                          1.0   LUMP SUM          .00            .00   760000.00
59 STRUCTURAL EXCAVATION
                       7300.0   CU YDS            .00            .00        4.00
60 STRUCTURAL EXC BELOW ELEV
   SHOWN                400.0   CU YDS            .00            .00        4.00
61 FURNISH 14 IN PRESTRESSED
   PILING              7400.0   LIN FT            .00            .00        3.50
62 FURNISH TIMBER PILING
                      36725.0   LIN FT            .00            .00         .90
63 DRIVE PRESTRESSED PILES
                        148.0   ONLY              .00            .00       80.00
64 DRIVE TIMBER PILES
                        565.0   ONLY              .00            .00       80.00
65 LOAD TEST TIMBER PILE
                          1.0   ONLY              .00            .00     3000.00
66 SEAL CONCRETE
                       5600.0   CU YDS            .00            .00       30.00
67 CLASS A CONCRETE
                       6700.0   CU YDS            .00            .00       48.00
68 METAL REINFORCEMENT
                    1000000.0   LBS               .00            .00         .13
69 SHORING CRIBBING ECTC
                          1.0   LUMP SUM    435000.00      435000.00   800000.00
70 STRUCTURAL EXCAVATION
                      20000.0   CU YDS           1.00       20000.00        4.00
71 STRUCTURAL EXC BELOW ELEV
   SHOWN               1000.0   CU YDS           1.00        1000.00        4.00
72 FURNISH 14-IN PRESTRESSED
   PILING              4096.0   LIN FT           5.00       20480.00        3.50
73 FURNISH TIMBER PILING
                      16120.0   LIN FT           1.00       16120.00         .90
74 FURNISH TREATED TIMBER
   PILING             76370.0   LIN FT           2.00      152740.00        2.00
75 FURNISH 14BP73 STEEL
   PILING            145200.0   LIN FT           7.00     1016400.00        7.00
76 DRIVE PRESTRESSED PILES
                        128.0   ONLY            48.00        6144.00       80.00
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  6 27 2 06                                      433                                189
77 DRIVE TIMBER PILES
                          248.0    ONLY          40.00        9920.00              80.00
78 DRIVE TREATED TIMBER
   PILING                 758.0    ONLY          40.00       30320.00              80.00
79 DRIVE STEEL PILES
                         1056.0    ONLY         100.00      105600.00             200.00
80 SPLICE STEEL PILES
                          250.0    ONLY          20.00        5000.00              30.00
81 SEAL CONCRETE
                        11000.0    CU YYDS       30.00      330000.00              25.00
82 CLASS A CONCRETE
                        17000.0    CU YDS        75.00     1275000.00              45.00
83 METAL REINFORCEMENT
                      2500000.0    LBS             .15      375000.00                .13
84 STRUCTURAL STEEL
                            1.0    LUMP SUM   50000.00       50000.00          125000.00
85 TREATED TIMBER IN PLACE
                          440.0    M-FBM        466.00      205040.00             600.00
86 SHORING CRIBBING ETC
                            1.0    LUMP SUM    5000.00        5000.00           10000.00
87 STRUCTURAL EXCAVATION
                         1800.0    CU YDS         3.00        5400.00               4.00
88 STRUCTURAL EXC BELOW ELEV
   SHOWN                  100.0    CU YDS         3.00         300.00              10.00
89 FURNISH 10BP42 STEEL
   PILING                6405.0    LIN FT         4.00       25620.00               5.00
90 DRIVE STEEL PILES
                          224.0    ONLY          30.00        6720.00              50.00
91 SPLICE STEEL PILES
                           20.0    ONLY          20.00         400.00              25.00
92 CLASS A CONCRETE
                         4400.0    CU YDS        60.00      264000.00              90.00
93 METAL REINFORCEMENT
                       900000.0    LBS             .15      135000.00                .13
94 METAL PARAPET RAILING
                          820.0    LIN FT        20.00       16400.00              12.00
990           TOTAL BID
                                                            7868033.00         8880456.50
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In case any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and that dispute cannot be settled by the parties involved, the dispute shall be referred to the Commissioner of the State Bureau of Labor, who will determine the prevailing rate of wage for the same trade or occupation in the locality.

The minimum hourly rate of wage, not less than the prevailing rate of wage, which may be paid to workmen in each trade or occupation required for the work under the contract employed in the performance of the contract either by the contractor or subcontractor or by other person doing or contracting to do the whole or part of the work contemplated by the contract shall be as hereinafter set forth in the Schedule of Minimum Hourly Wage Rates, and the workmen employed in the performance of the contract shall be paid not less than the applicable specified minimum hourly rate of wage as such is set forth in said schedule.

Before payment is made by or on behalf of the State of any sum or sums due under the contract, the contractor or his surety and every subcontractor or his surety shall submit a statement in writing in a form prescribed by the State Labor Commissioner certifying under oath the hourly rate of wage paid each classification of workmen employed by him upon the work under the contract, and further certifying that no workmen employed by him upon said work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. These statements are to be submitted to the engineer in the manner and at the times designated by him. A supply of the form to be used may be obtained upon request to the engineer.

There is no representation on the part of the State that labor can be obtained at the rates shown herein. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

SCHEDULE OF MINIMUM HOURLY WAGE RATES (Supp.)

The minimum hourly wage rates applicable to the work to be done under this contract, are as follows:

CRAFT CLASSIFICATION

Carpenters - Millwrights	Minimum Hourly Wage Rate
Carpenters	$3.63
Form strippers	3.63
Manhole builders (concrete form construction)	3.63
Working on charred material (bldg. construction only)	3.755
Working on swinging, hanging non-rigid scaffolding	3.755
Automatic nailing machine operators (all types)	3.755
Floor layers, finishers	3.755
Saw filers	3.78
Stationary power saw operators	3.78
Millwrights & machine erectors	3.88

Riggers, burners & welders - applicable journeyman rates under the classification.

Foremen - minimum of 25 cents per hour above journeyman's rates.

Apprentice rates:
- 1st 6 mo. period - 65% of journeyman rate
- 2nd 6 mo. period - 70% of journeyman rate
- 3rd 6 mo. period - 75% of journeyman rate
- 4th 6 mo. period - 80% of journeyman rate
- 5th 6 mo. period - 85% of journeyman rate
- 6th 6 mo. period - 90% of journeyman rate
- 7th & 8th 6 mo. period - 95% of journeyman rate

Piledrivers	
Piledrivermen, bridge, dock & wharf builders	$3.73
Piledrivermen riggers	3.73
Burnermen and welders	3.73
Stationary power saw operator	3.78
Boom men	3.83
Foremen - on above classifications, not less than	4.08

Ironworkers	
Structural	$3.92
Ornamental	3.92
Reinforcing	3.72
Machinery mover, erection and setter	3.92

Ironworkers Cont'd.

	Minimum Hourly Wage Rate
Welders and burners	3.92
Riggers	3.92
Sheeters	3.92
Fence erectors	3.92

Apprentice (1st year) 80% of journeyman rate
Apprentice (2nd year) 90% of journeyman rate
Foremen - not less than 25 cents per hour above journeyman rate.
All underground work shall receive 10% premium pay.

Cement Finishers

*Cement mason	$3.70
*Gunite man	3.825
*Mastic worker	3.825
*Composition worker	3.825
*Power machinery operation	3.825

*Journeyman on swinging hanging scaffold - add 12 1/2 cents per hour to all classifications
Foremen - 25 cents per hour above journeyman's rate

* When only one journeyman is employed he may be paid foreman's rate.

Laborers

GROUP NO. 1

General Laborer	$3.00
Asphalt plant oilers	3.00
Asphalt spreaders	3.00
Batch weighman	3.00
Broomers	3.00
Brush burners	3.00
Car and truck loaders	3.00
Cement buckers	3.00
Change-house man (when used on tunnel work)	3.00
Choker setters	3.00
Concrete buggyman	3.00
Concrete puddlers	3.00
Concrete rodders	3.00
Concrete rubbers (not finishing)	3.00
Concrete spreaders	3.00
Crusher feeders	3.00
Culverts, hand labor	3.00
Curing, concrete	3.00
Curing, pipe laying	3.00
Drainage ditches (hand labor)	3.00

Ironworkers Cont'd.

	Minimum Hourly Wage Rate
Welders and burners	3.92
Riggers	3.92
Sheeters	3.92
Fence erectors	3.92

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Concrete buggyman	3.00
Concrete puddlers	3.00
Concrete rodders	3.00
Concrete rubbers (not finishing)	3.00
Concrete spreaders	3.00
Crusher feeders	3.00
Culverts, hand labor	3.00
Curing, concrete	3.00
Curing, pipe laying	3.00
Drainage ditches (hand labor)	3.00

Laborers Cont'd.	Minimum Hourly Wage Rate
Dumpers (road oiling crews)	3.00
Dumpmen (for grading crews)	3.00
Elevator feeders	3.00
Fence builder (including guard rail, median rail, reference post, guide post, right-of-way marker)	3.00
Fine graders	3.00
Flagmen (traffic)	3.00
Form strippers (not swinging stages)	3.00
Form trenchers	3.00
Jointers	3.00
Joint filling	3.00
Joint-dowel-tie-bar setters	3.00
Joint paper layers	3.00
Landscaping	3.00
Leverman on aggregate spreader (Flaherty and similar types)	3.00
Loading spotters	3.00
Patchers, hand	3.00
Power wheelbarrow (walking type)	3.00
Revetment and bar removal (all types)	3.00
Ribbon setters (including steel forms)	3.00
Riprap man on hand placed riprap	3.00
Road pump tender	3.00
Sewer labor	3.00
Signalman (on work assigned to laborer)	3.00
Skipmen	3.00
Sloper layout men	3.00
Slopers	3.00
Spraymen	3.00
Stake chaser	3.00
Stockpilers	3.00
Timber buckers and fallers	3.00
Toolroom man (at job site)	3.00
Track ballasters	3.00
Track bolters	3.00
Track heelers	3.00
Track nippers	3.00
Track spikers	3.00
Track steel men	3.00
Track surfacing spreader	3.00
Track tie buckers	3.00
Vibrator operator (Paving, sidewalks and curbs)	3.00
Tenders and helpers (for classifications requiring tenders and helpers, such as "Carpenter--", "Driller--", "Nozzleman--", "Powderman--", etc.,	3.00

Laborers Cont'd.

	Minimum Hourly Wage Rate
GROUP NO. 2	
Applicator (including pot tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project	$3.15
Burning or welding (acetylene or electric arc), when used as a tool of the craft	3.15
Clean-up nozzleman - greencutter (concrete, rock, etc.)	3.15
Concrete power-buggyman	3.15
Form strippers, on nonrigid swinging stages, chair or belt, when used in place of swinging scaffold (nonrigid)	3.15
Gunite nozzleman tender	3.15
Manhole builder	3.15
Power tool operators, includes drills designed for 350 cu. ft. of air or less, jackhammers, chipping guns, paving breakers, vibrators (other than on paving, sidewalks and curbs), posthole digger (air, gas or electric), vibrating screed and power tamper (gasoline)	3.15
Ribbon setter (head)	3.15
Riprap man (head) hand placed	3.15
Sand blasting (wet)	3.15
Sewer caulkers	3.15
Sewer muckers	3.15
Sewer pipe layers	3.15
Sewer timbermen	3.15
Timber buckers and fallers (in production of merchantable logs)	3.15
Tunnel - chuck tenders, muckers, nippers and brakemen	3.15
GROUP NO. 3	
Asphalt rakers	3.30
Concrete saw (walking)	3.30
Drill operators, on drills designed for more than 350 cu. ft. of air	3.30
Gunite nozzlemen	3.30
High scalers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring down or sloping)	3.30
Powdermen	3.30
Power saw operator (bucking and falling)	3.30
Pumpcrete nozzlemen (tunnel only)	3.30
Sand blasting (dry)	3.30
Tunnel - Miners	3.30

Laborers Cont'd.

Minimum Hourly Wage Rate

Foremen - Fifteen cents (15¢) per hour above majority of laborers supervised. The contractor shall have the right to determine in his sole discretion the need for and the number of laborer foremen.

SPECIAL

Sand hogs:

	Minimum Hourly Wage Rate
From 2 lbs. to 18 lbs. (6 hrs.)	$31.00
From 18 lbs. to 26 lbs. (4 hrs.)	31.00
From 26 lbs. to 33 lbs. (4 hrs.)	33.00
From 33 lbs. to 38 lbs. (3 hrs.)	33.00

For pressures above 38 lbs. rates will be negotiated.

Hoisting and Portable Engineers

GROUP NO. 1

Brakeman and deck hand (if used)	$ 3.37
Crusher feeder operator, power (when required)	3.37
Oilers, all equipment	3.37
Oilers and cable tenders on mucking machines	3.37
Pumpman, under 4"	3.37

GROUP NO. 2

"A" Frame truck operator, single drum	$3.47
Blade operator, pull type	3.47
Fireman, dredge, floating derrick, retort and shovel	3.47
Greaser on equipment spread	3.47
H. D. mechanic helper	3.47
Road roller operator, grading, base and surfacing	3.47

Note: Compactors-rollers (towed) take rate of power unit towing.

Stationary drag scraper operator	$3.47
Truck crane oiler-driver	3.47

GROUP NO. 3

Air compressor operator, portable or stationary under 1,000 cu. ft. capacity	$3.57
Burnerman or drier-fireman	3.57
Cement hog operator	3.57
Concrete saw operator - self propelled unit	3.57
Fork lift or lumber stacker operator on construction job site	3.57
Lumber carrier, on construction job site	3.57

Hoisting and Portable Engineers Cont'd.	Minimum Hourly Wage Rate
Bucket elevator loader operator - Barber Green and similar types	3.57
Pugmill operator	3.57
Pumpman, 4" and over	3.57
Screed operator (asphalt paver)	3.57
Tamping machine operator, mechanical self propelled	3.57
Wire mat machine operator or brooming machine operator on concrete paving	3.57
GROUP NO. 4	
Hydra hammer or similar types	$3.61
GROUP NO. 5	
Compactor operator, self propelled	$3.67
Concrete mixer operator, single drum, 1 to 5 bag capacity and grout pump	3.67
Locomotive operator, under 40 tons	3.67
GROUP NO. 6	
Air compressor operator, stationary over 1,000 cu.ft. capacity	$3.71
Batch plant material control operator (portland cement concrete multiple unit mixers)	3.71
Cableway bell boy	3.71
Hoist operator, single drum	3.71
Chip spreader operator, Flaherty and similar	3.71
Tractor operator, rubber tired or crawler type, 50 h.p. and under	3.71
Trenching machine operator, 7 ft. depth capacity and under - mfgrs. rating	3.71
GROUP NO. 7	
Asphalt plant operator-engineer	3.76
Asphalt paver operator, Adnun, Yeager, Barber Greene or similar types	3.76
Concrete paving finishing machine operator	3.76
Concrete paving spreader operator	3.76
Overhead and front end loader operator - rubber tired type up to 2-1/2 cu.yds.	3.76
GROUP NO. 8	
Blade operator, self propelled, 50 h.p. and under	3.83
Boom truck operator, single and double drums, and "A" Frame operator, double drum (includes Karry Crane)	3.83
Cement pump operator, Fuller, Kenyon and similar	3.83
Concrete mixer operator, single drum, 5 bag capacity and over	3.83
Churn drill and earth boring machine operator	3.83

Hoisting and Portable Engineers Cont'd.	Minimum Hourly Wage Rate
Elevating grader operator (tractor towed requiring operator on grader)	3.83
Locomotive operator, 40 tons and larger	3.83
Pumpcrete operator	3.83
Road roller operator, finishing high type pavement	3.83
Towermobile operator	3.83
Tractor with scraper, 2 and 4 wheel (50 h.p. and under)	3.83
Trenching machine operator, over 7 ft. capacity - mfgrs. rating	3.83
Wheel or crawler type hoe operator, 3/8 cu.yd. and under and front end attachments, Ford, Ferguson, Deere and similar types	3.83
GROUP NO. 9	
Generator plant operator (diesel-electric when required by employer)	$3.89
Batch plant and/or wet mix operator (one and two drums)	3.89
GROUP NO. 10	
Bolt threading machine operator	3.95
Crushing plant operator	3.95
H.D. mechanic or welder	3.95
Overhead and front end loader operator - rubber tired type, 2-1/2 cu. yd. to 4 cu. yds.	3.95
Surface heater and planer operator	3.95
Tractor operator, rubber tired or crawler type, over 50 h.p.	3.95
GROUP NO. 11	
Diamond core, cable and rotary drill machine operator, exploration and grout work	3.98
GROUP NO. 12	
Mixermobile operator	4.02
Mucking machine operator	4.02
Shovel, dragline, crane, backhoe or truck crane operator (under 1 cu. yd.)	4.02
GROUP NO. 13	
Blade operator - self propelled (over 50 h.p.)	4.05
Combination batch plant and mixer operator (multiple units of 3 mixers or more)	4.05
Hoist operator, two or more active drums	4.05
Elevating loader operator, Athey and similar types	4.05
Pile driver engineer	4.05
Tractor with scraper, 2 or 4 wheel (over 50 h.p.)	4.05
GROUP NO. 14	
Cableway operator (up to 25 tons)	4.13

Hoisting and Portable Engineers Cont'd.

	Minimum Hourly Wage Rate
Clamshell dredge operator	4.13
Concrete paving road mixer operator (including dual drum	4.13
Crane operator, locomotive, Gantry, Hammerhead, overhead bridge and tower cranes (Pecco, Linden)	4.13
Derrick operator (live boom)	4.13
Elevating grader operator (operated by tractor operator, similar to Sierra, Euclid and Dumor)	4.13
Shovel, dragline, crane, backhoe or truck crane operator (1 cu. yd. including 3 cu. yd.)	4.13
Overhead and front end loader operator - rubber tired type (4 cu. yd. and over)	4.13

GROUP NO. 15

Tractor with tandem scraper	4.25

GROUP NO. 16

Cableway operator (25 tons and over)	4.53
Crane operator, whirley (Washington, American, Colby or similar types)	4.53
Shovel, dragline, crane, backhoe or truck crane operator (over 3 cu. yds.)	4.53

PIPELINE EQUIPMENT

Backfilling machine operator	4.13
Cleaning and doping, bending, wrapping and boring machine operator	3.95
Tar pot fireman (power agitated)	3.47
Welding machine operator	3.47

Foreman - 25 cents per hour minimum above journeyman rates.

Underground work - 15 cents per hour over above rates.

Teamsters

"A" Frame truck with load bearing surface	$3.53
Battery rebuilder	3.48
Bus or man-haul driver	3.48
Concrete buggies (power operated)	3.48
Drivers and helpers handling sacked cement - add 15¢ per hour	
Dump trucks, side, end and bottom dumps, including semi-trucks and trains:	
6 cu. yds. and under	3.48
Over 6 cu. yds. and incl. 10 cu. yds.	3.58

Teamsters Cont'd.

	Minimum Hourly Wage Rate
Over 10 cu. yds. and incl. 20 cu. yds.	3.78
Over 20 cu. yds. and incl. 30 cu. yds	3.88
Over 30 cu. yds. and incl. 40 cu. yds.	3.98
Over 40 cu. yds. and incl. 50 cu. yds.	4.08
Dumptors or similar equipment - all sizes	3.68
Flaherty spreader driver	3.48
Lift jitneys, Fork lifts - all sizes - Used in loading, unloading and transporting material on job site	3.48
Loader and/or leverman on concrete dry batch plant, manually operated	3.48
Low bed truck driver	3.63
Lubrication man, fueler, tireman combination	3.53
Lumber carrier driver - straddle carrier - used in loading, unloading and transporting material on job site	3.63
Oil distributor driver and leverman	3.53
Pilot car	3.48
Solo flat bed and miscellaneous body trucks- "0" to 10 tons incl. semi-trailer and truck and trailer not to exceed 10 tons	3.48
Tank trucks - take rate of equipment on which the tank is mounted, or the rate of equipment pulling the tank.	
Team drivers	3.53
Tireman, full time basis	3.58
Trucks, semi-trailer and truck and trailer, over 10 tons	3.53
Transit mix or wet mix trucks:	
3 cu. yds. and under	3.48
Over 3 cu. yds. and incl. 5 cu. yds	3.58
Over 5 cu. yds	3.68
Truck helper	3.48
Truck mechanic - welder - body repairman	3.78
Truck mechanic helper	3.48
Two wheel-powered or four wheel-powered tractor with trailer - when transporting material loaded by external means:	
9 cu. yds. and under	3.78
Over 9 cu. yds. and incl. 20 cu. yds.	3.88
Over 20 cu. yds. and incl. 30 cu. yds	3.98
Warehousemen (warehouse parts and tool men)	3.48
Winch truck - takes classification of truck on which winch is mounted.	
Teamsters operating equipment underground - 15¢ per hour over above rates.	
Foremen and/or truck dispatchers - 15¢ per hour above majority of teamsters supervised.	

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S U M M A R Y

Est. Cost

	ITEM	UNIT	NET QUANT	ALLOW	TOTAL	Unit Price	Amount
SCHEDULE 1A *Pier 5, Alternate "A"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	256	44	300	30.—	1,320.—
	" " Below Elevations Shown	" "		20	20	30.—	600.—
	Tremie Concrete	" "	543	37	580	26.—	962.—
	Class "A" Concrete	" "	486	34	520	75.—	2,550.—
	Metal Reinforcemet	lb.	47,700	2,300	50,000	0.12	2,760.—
SCHEDULE 1B *Pier 5, Alternate "B"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	231	19	250	30.—	570.—
	" " Below Elevations Shown	" "		20	20	30.—	600.—
	Seal Concrete	" "	805	45	850	25.—	1,125.—
	Class "A" Concrete	" "	548	52	600	50.—	2,600.—
	Metal Reinforcement	Lb.	41,000	3,000	44,000	0.12	360.—
SCHEDULE 2A *Pier 6 Through 12 Alternate "A"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	10,235	765	11,000	6.—	1,590.—
	" " Below Elevations Shown	" "		600	600	6.—	3,600.—
	Furnish 14-inch Prestressed Piling	Lin. Ft.	50,900		50,900		
	Drive Prestressed Piling	One	1,018		1,018		
	Tremie Concrete	Cu. Yd.	12,319	681	13,000	26.—	17,716.—
	Class "A" Concrete	" "	5,122	278	5,400	90.—	25,080.—
	Metal Reinforcement	Lb.	767,600	32,400	800,000	0.12	3,888.—
SCHEDULE 2B *Piers 6 Through 12 Alternate "B"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	8,942	658	9,600	6.—	3,948.—
	" " Below Elevations Shown	" "		500	500	6.—	3,000.—
	Furnish 14-inch Prestressed Piling	Lin. Ft.	38,050		38,050		
	Drive Prestressed Piles	One	761		761		
	Seal Concrete	Cu. Yd.	10,794	706	11,500	25.—	17,650.—
	Class "A" Concrete	" "	8,498	502	9,000	50.—	25,100.—
	Metal Reinforcement	Lb.	895,900	54,100	950,000	0.12	6,492.—
SCHEDULE 3A *Piers 13 Through 20, Alternate "A"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd	4,720	270	5,000	6.—	1,620.—
	" " Below Elevations Shown	" "		300	300	6.—	1,800.—
	Furnish 14-inch Prestressed Piling	Lin. Ft.	14,700		14,700		
	Drive Prestressed Piles	One	294		294		
	Tremie Concrete	Cu. Yd.	3,476	224	3,700	26.—	5,824.—
	Class "A" Concrete	" "	2,130	170	2,300	90.—	15,300.—
	Metal Reinforcement	Lb.	546,800	33,200	580,000	0.12	3,984.—
	Load Test Prestressed Pile	One	1		1		
SCHEDULE 3B *Piers 13 Through 20, Alternate "B"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	2,728	272	3,000	6.—	1,632.—
	" " Below Elevations Shown	" "		200	200	6.—	1,200.—
	Furnish 14-inch Prestressed Piling	Lin. Ft.	14,200		14,200		
	Drive Prestressed Piles	One	284		284		
	Seal Concrete	Cu. Yd.	2,705	195	2,900	25.—	4,875.—
	Class "A" Concrete	" "	2,622	178	2,800	50.—	8,900.—
	Metal Reinforcement	Lb.	410,000	20,000	430,000	0.12	2,400.—
	Load Test Prestressed Pile	One	1		1		
SCHEDULE 4A *Piers 160 Through 167, Alternate "A"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	8,620	380	9,000	6.—	2,280.—
	" " Below Elevations Shown	" "		500	500	6.—	3,000.—
	Furnish 14-inch Prestressed Piling	Lin. Ft.	6,800		6,800		
	Furnish Timber Piling	" "	41,600		41,600		
	Drive Prestressed Piles	One	136		136		
	Drive Timber Piles	"	640		640		
	Tremie Concrete	Cu. Yd.	8,127	473	8,600	26.—	12,298.—
	Class "A" Concrete	" "	4,606	394	5,000	25.—	29,350.—
	Metal Reinforcement	Lb.	975,200	74,800	1,050,000	0.12	8,976.—
	Load Test Timber Pile	One	1		1		
SCHEDULE 4B *Piers 160 Through 167, Alternate "B"*	*Shoring, Cribbing, etc.*	All	All		All		
	Structural Excavation	Cu. Yd.	6,882	418	7,300	6.—	2,508.—
	" " Below Elevations Shown	" "		400	400	6.—	2,400.—
	Furnish 14-inch Prestressed Piling	Lin. Ft.	7,400		7,400		
	Furnish Timber Piling	" "	36,725		36,725		
	Drive Prestressed Piles	One	148		148		
	Drive Timber Piles	"	565		565		
		Cu. Yd.	[illegible]	[illegible]	5,600	[illegible]	[illegible]

Toria Bridge

S U M M A R Y

Est. Cost of Allowances

ITEM	UNIT	NET QUANT	ALLOW	TOTAL	Unit Price	Amount	
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd.	256	44	300	30.00	$1,320.–	
" " Below Elevations Shown	" "		20	20	30.00	600.–	
Tremie Concrete	" "	543	37	580	26.00	962.–	
Class "A" Concrete	" "	486	34	520	75.00	2,550.–	
Metal Reinforcemet	Lb.	47,700	2,300	50,000	0.12	2,760.–	
							Sub Total Sch. 1A $8,192.00
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd.	231	19	250	30.00	$570.–	
" " Below Elevations Shown	" "		20	20	30.00	600.–	
Seal Concrete	" "	805	45	850	25.00	1,125.–	
Class "A" Concrete	" "	548	52	600	50.00	2,600.–	
Metal Reinforcement	Lb.	41,000	3,000	44,000	0.12	360.–	
							Sub Total Sch. 1B $5,255.00
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd.	10,235	765	11,000	6.00	$4,590.–	
" " Below Elevations Shown	" "		600	600	6.00	3,600.–	
Furnish 14-inch Prestressed Piling	Lin. Ft.	50,900		50,900			
Drive Prestressed Piling	One	1,018		1,018			
Tremie Concrete	Cu. Yd.	12,319	681	13,000	26.00	17,706.–	
Class "A" Concrete	" "	5,122	278	5,400	90.00	25,020.–	
Metal Reinforcement	Lb.	767,600	32,400	800,000	0.12	3,888.–	
							Sub Total Sch. 2A $54,810.–
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd.	8,942	658	9,600	6.00	$3,948.–	
" " Below Elevations Shown	" "		500	500	6.00	3,000.–	
Furnish 14-inch Prestressed Piling	Lin. Ft.	38,050		38,050			
Drive Prestressed Piles	One	761		761			
Seal Concrete	Cu. Yd.	10,794	706	11,500	25.00	17,650.–	
Class "A" Concrete	" "	8,498	502	9,000	50.00	25,100.–	
Metal Reinforcement	Lb.	895,900	54,100	950,000	0.12	6,492.–	
							Sub Total Sch. 2B $56,190.–
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd	4,720	270	5,000	6.00	$1,620.–	
" " Below Elevations Shown	" "		300	300	6.00	1,800.–	
Furnish 14-inch Prestressed Piling	Lin. Ft.	14,700		14,700			
Drive Prestressed Piles	One	294		294			
Tremie Concrete	Cu. Yd.	3,476	224	3,700	26.00	5,824.–	
Class "A" Concrete	" "	2,130	170	2,300	90.00	15,300.–	
Metal Reinforcement	Lb.	546,800	33,200	580,000	0.12	3,984.–	
Load Test Prestressed Pile	One	1		1			
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 3A $28,528.–
Structural Excavation	Cu. Yd.	2,728	272	3,000	6.00	$1,632.–	
" " Below Elevations Shown	" "		200	200	6.00	1,200.–	
Furnish 14-inch Prestressed Piling	Lin. Ft.	14,200		14,200			
Drive Prestressed Piles	One	284		284			
Seal Concrete	Cu. Yd.	2,705	195	2,900	25.00	4,875.–	
Class "A" Concrete	" "	2,622	178	2,800	50.00	8,900.–	
Metal Reinforcement	Lb.	410,000	20,000	430,000	0.12	2,400.–	
Load Test Prestressed Pile	One	1		1			
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 3B $19,007.–
Structural Excavation	Cu. Yd.	8,620	380	9,000	6.00	$2,280.–	
" " Below Elevations Shown	" "		500	500	6.00	3,000.–	
Furnish 14-inch Prestressed Piling	Lin. Ft.	6,800		6,800			
Furnish Timber Piling	" "	41,600		41,600			
Drive Prestressed Piles	One	136		136			
Drive Timber Piles	"	640		640			
Tremie Concrete	Cu. Yd.	8,127	473	8,600	26.00	12,298.–	
Class "A" Concrete	" "	4,606	394	5,000	75.00	29,550.–	
Metal Reinforcement	Lb.	975,200	74,800	1,050,000	0.12	8,976.–	
Load Test Timber Pile	One	1		1			
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 4A $56,104.–
Structural Excavation	Cu. Yd.	6,882	418	7,300	6.00	$2,508.–	
" " Below Elevations Shown	" "		400	400	6.00	2,400.–	
Furnish 14-inch Prestressed Piling	Lin. Ft.	7,400		7,400			
Furnish Timber Piling	" "	36,725		36,725			
Drive Prestressed Piles	One	148		148			
Drive Timber Piles	"	565		565			
Seal Concrete	Cu. Yd.	5,302	298	5,600	25.00	7,450.–	

SCHEDULE 2B Piers 6 Through 12 Alternate "B"	Furnish 14-inch Prestressed Piling	Lin. Ft.	38,050		[illegible]		
	Drive Prestressed Piles	One	761		761		
	Seal Concrete	Cu. Yd.	10,794	706	11,500	25.00	17,650-
	Class "A" Concrete	" "	8,498	502	9,000	50.00	25,100-
	Metal Reinforcement	Lb.	895,900	54,100	950,000	0.12	6,492
SCHEDULE 3A Piers 13 Through 20, Alternate "A"	Shoring, Cribbing, etc.	All	All		All		
	Structural Excavation	Cu. Yd	4,720	270	5,000	6.00	$1,620-
	" " Below Elevations Shown	" "		300	300	6.00	1,800-
	Furnish 14-inch Prestressed Piling	Lin. Ft.	14,700		14,700		
	Drive Prestressed Piles	One	294		294		
	Tremie Concrete	Cu. Yd.	3,476	224	3,700	26.00	5,824-
	Class "A" Concrete	" "	2,130	170	2,300	90.00	15,300-
	Metal Reinforcement	Lb.	546,800	33,200	580,000	0.12	3,984-
	Load Test Prestressed Pile	One	1		1		
SCHEDULE 3B Piers 13 Through 20, Alternate "B"	Shoring, Cribbing, etc.	All	All		All		
	Structural Excavation	Cu. Yd.	2,728	272	3,000	6.00	$1,632-
	" " Below Elevations Shown	" "		200	200	6.00	1,200-
	Furnish 14-inch Prestressed Piling	Lin. Ft.	14,200		14,200		
	Drive Prestressed Piles	One	284		284		
	Seal Concrete	Cu. Yd.	2,705	195	2,900	25.00	4,875-
	Class "A" Concrete	" "	2,622	178	2,800	50.00	8,900-
	Metal Reinforcement	Lb.	410,000	20,000	430,000	0.12	2,400-
	Load Test Prestressed Pile	One	1		1		
SCHEDULE 4A Piers 160 Through 167, Alternate "A"	Shoring, Cribbing, etc.	All	All		All		
	Structural Excavation	Cu. Yd.	8,620	380	9,000	6.00	$2,280-
	" " Below Elevations Shown	" "		500	500	6.00	3,000-
	Furnish 14-inch Prestressed Piling	Lin. Ft.	6,800		6,800		
	Furnish Timber Piling	" "	41,600		41,600		
	Drive Prestressed Piles	One	136		136		
	Drive Timber Piles	"	640		640		
	Tremie Concrete	Cu. Yd.	8,127	473	8,600	26.00	12,298-
	Class "A" Concrete	" "	4,606	394	5,000	75.00	29,550-
	Metal Reinforcement	Lb.	975,200	74,800	1,050,000	0.12	8,976-
	Load Test Timber Pile	One	1		1		
SCHEDULE 4B Piers 160 Through 167, Alternate "B"	Shoring, Cribbing, etc.	All	All		All		
	Structural Excavation	Cu. Yd.	6,882	418	7,300	6.00	$2,508-
	" " Below Elevations Shown	" "		400	400	6.00	2,400-
	Furnish 14-inch Prestressed Piling	Lin. Ft.	7,400		7,400		
	Furnish Timber Piling	" "	36,725		36,725		
	Drive Prestressed Piles	One	148		148		
	Drive Timber Piles	"	565		565		
	Seal Concrete	Cu. Yd.	5,302	298	5,600	25.00	7,450-
	Class "A" Concrete	" "	6,328	372	6,700	50.00	18,600-
	Metal Reinforcement	Lb.	956,400	43,600	1,000,000	0.12	5,232-
	Load Test Timber Pile	One	1		1		
SCHEDULE 5 Piers 168 Through 171	Shoring, Cribbing, etc.	All	All		All		
	Structural Excavation	Cu. Yd.	18,380	1,620	20,000	6.00	$9,720-
	" " Below Elevation Shown	" "		1,000	1,000	6.00	6,000-
	Furnish 14-inch Prestressed Piling	Lin. Ft.	4,096		4,096		
	Furnish Timber Piling	" "	16,120		16,120		
	Furnish Treated Timber Piling	" "	76,370		76,370		
	Furnish 14 BP 73 Steel Piling	" "	145,200		145,200		
	Drive Prestressed Piles	One	128		128		
	Drive Timber Piles	"	248		248		
	Drive Treated Timber Piles	"	758		758		
	Drive Steel Piles	"	1,056		1,056		
	Splice Steel Piles	"		250	250	40.00	10,000-
	Seal Concrete	Cu. Yd.	10,580	420	11,000	25.00	10,500-
	Class "A" Concrete	" "	16,197	803	17,000	50.00	40,150-
	Metal Reinforcement	" "	2,305,100	194,900	2,500,000	0.12	23,388-
	Structural Steel	All	All		All		
	Treated Timber in Place	M-FBM	412	28	440	400.00	11,200-
SCHEDULE 6 Piers 172 Though 175 and Spans 172, 173 and 174	Shoring, Cribbing, etc.	All	All		All		
	Structural Excavation	Cu. Yd.	1,701	99	1,800	5.00	$495-
	" " Below Elevation Shown	" "		100	100	5.00	500-
	Furnish 10 BP 42 Steel Piling	Lin. Ft.	6,405		6,405		
	Drive Steel Piles	One	224		224		
	Splice Steel Piles	"		20	20	40.00	800-
	Class "A" Concrete	Cu. Yd.	4,153	247	4,400	55.00	13,585-
	Metal Reinforcement		867,100	32,900	900,000	0.12	3,948-
	Metal Parapet Railing	Lin. Ft.	814	6	820	7.50	45-

Total Allowance Alt. "A" $277,965-

Total Allowance Alt. "B" $246,973-

Furnish 14-inch Prestressed Piling	Lin Ft	[illegible]					
Drive Prestressed Piles	One	761		761			
Seal Concrete	Cu. Yd.	10,794	706	11,500	25.00	17,650-	
Class "A" Concrete	" "	8,498	502	9,000	50.00	25,100-	
Metal Reinforcement	Lb.	895,900	54,100	950,000	0.12	6,492-	
							Sub Total Sch. 2B $56,190-
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd	4,720	270	5,000	6.00	$1,620-	
" " Below Elevations Shown	" "		300	300	6.00	1,800-	
Furnish 14-inch Prestressed Piling	Lin Ft.	14,700		14,700			
Drive Prestressed Piles	One	294		294			
Tremie Concrete	Cu. Yd.	3,476	224	3,700	26.00	5,824-	
Class "A" Concrete	" "	2,130	170	2,300	90.00	15,300-	
Metal Reinforcement	Lb.	546,800	33,200	580,000	0.12	3,984-	
Load Test Prestressed Pile	One	1		1		-	
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 3A $28,528-
Structural Excavation	Cu. Yd.	2,728	272	3,000	6.00	$1,632-	
" " Below Elevations Shown	" "		200	200	6.00	1,200-	
Furnish 14-inch Prestressed Piling	Lin. Ft.	14,200		14,200			
Drive Prestressed Piles	One	284		284			
Seal Concrete	Cu. Yd.	2,705	195	2,900	25.00	4,875-	
Class "A" Concrete	" "	2,622	178	2,800	50.00	8,900-	
Metal Reinforcement	Lb.	410,000	20,000	430,000	0.12	2,400-	
Load Test Prestressed Pile	One	1		1			
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 3B $19,007-
Structural Excavation	Cu. Yd.	8,620	380	9,000	6.00	$2,280-	
" " Below Elevations Shown	" "		500	500	6.00	3,000-	
Furnish 14-inch Prestressed Piling	Lin. Ft.	6,800		6,800			
Furnish Timber Piling	" "	41,600		41,600			
Drive Prestressed Piles	One	136		136			
Drive Timber Piles	"	640		640			
Tremie Concrete	Cu. Yd.	8,127	473	8,600	26.00	12,298-	
Class "A" Concrete	" "	4,606	394	5,000	75.00	29,550-	
Metal Reinforcement	Lb.	975,200	74,800	1,050,000	0.12	8,976-	
Load Test Timber Pile	One	1		1			
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 4A $56,104-
Structural Excavation	Cu. Yd.	6,882	418	7,300	6.00	$2,508-	
" " Below Elevations Shown	" "		400	400	6.00	2,400-	
Furnish 14-inch Prestressed Piling	Lin. Ft.	7,400		7,400			
Furnish Timber Piling	" "	36,725		36,725			
Drive Prestressed Piles	One	148		148			
Drive Timber Piles	"	565		565			
Seal Concrete	Cu. Yd.	5,302	298	5,600	25.00	7,450-	
Class "A" Concrete	" "	6,328	372	6,700	50.00	18,600-	
Metal Reinforcement	Lb.	956,400	43,600	1,000,000	0.12	5,232-	
Load Test Timber Pile	One	1		1			
Shoring, Cribbing, etc.	All	All		All			Sub Total Sch. 4B $36,190-
Structural Excavation	Cu. Yd.	18,380	1,620	20,000	6.00	$9,720-	
" " Below Elevation Shown	" "		1,000	1,000	6.00	6,000-	
Furnish 14-inch Prestressed Piling	Lin. Ft.	4,096		4,096			
Furnish Timber Piling	" "	16,120		16,120			
Furnish Treated Timber Piling	" "	76,370		76,370			
Furnish 14 BP 73 Steel Piling	" "	145,200		145,200			
Drive Prestressed Piles	One	128		128			
Drive Timber Piles	"	248		248			
Drive Treated Timber Piles	"	758		758			
Drive Steel Piles	"	1,056		1,056			
Splice Steel Piles	"		250	250	40.00	10,000-	
Seal Concrete	Cu. Yd.	10,580	420	11,000	25.00	10,500-	
Class "A" Concrete	" "	16,197	803	17,000	50.00	40,150-	
Metal Reinforcement	" "	2,305,100	194,900	2,500,000	0.12	23,388-	
Structural Steel	All	All		All			
Treated Timber in Place	M-FBM	412	28	440	400.00	11,200-	
							Sub Total Sch. 5 $110,958-
Shoring, Cribbing, etc.	All	All		All			
Structural Excavation	Cu. Yd.	1,701	99	1,800	5.00	$495-	
" " Below Elevation Shown	" "		100	100	5.00	500-	
Furnish 10 BP 42 Steel Piling	Lin. Ft.	6,405		6,405			
Drive Steel Piles	One	224		224			
Splice Steel Piles	"		20	20	40.00	800-	
Class "A" Concrete	Cu. Yd.	4,153	247	4,400	55.00	13,585-	
Metal Reinforcement		867,100	32,900	900,000	0.12	3,948-	
Metal Parapet Railing	Lin. Ft.	814	6	820	7.50	45-	
							Sub Total Sch. 6 $19,373-

Total Allowance Alt. "A" $277,965- 3.4 %

Total Allowance Alt. "B" $246,973- 3.1 %

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COMMISSIONERS
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PORTLAND
FLOYD QUERY, SECRETARY
SALEM

4-F-003-1(141)

6124

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1962

DeLong Corporation
29 Broadway
New York 6
N. Y.

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6124 for the following project:

Substructure for steel spans on the Columbia River Bridge, Oregon Coast Highway, Astoria, Oregon, and Point Ellice, Washington Section, in Clatsop County, Oregon, and Pacific County, Washington.

This award was based on your bid of $7,068,033.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

fc

cc: Frank Morgan
L. H. Young
R. G. Savage (BIAC)
I. D. Merchant

~~OREGON STATE HIGHWAY COMMISSION~~

NOTICE TO CONTRACTORS

~~June 27, 1962~~

Sealed bids on the following project will be received and opened by the State Highway Commission in Room 419, State Highway Building, Salem, Oregon, at 9:00 a.m., Pacific Standard Time, Wednesday, June 27, 1962. Awards will be made by the Highway Commission at its meeting in Salem on June 29,1962.

BIDS TO BE OPENED AT 9:00 A.M. (PAC. STD. TIME), WEDNESDAY, JUNE 27, 1962

CLATSOP COUNTY, OREGON, & PACIFIC COUNTY, WASHINGTON: Substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101. FAP No. U-F-003-1(14). Requires Railroad Insurance. Bids will be received on two alternate types pier construction. Alternate "A" (Precast Shell Type Pier Construction) requires approx. 50,000 cu. yds. excav.; 83,800 lin. ft. 14" prestressed piling (1,576 piles); 64,000 lin. ft. untreated timber piling (888 piles); 76,400 lin. ft. treated timber piling (758 piles); 6,500 lin. ft. 10BP42 steel piling (224 piles); 158,300 lin. ft. 14BP73 steel piling (1,056 piles); 26,000 cu. yds. tremie conc.; 11,000 cu. yds. seal conc.; 34,600 cu. yds. Class "A" conc.; 5,900,000 lbs. metal reinforcement; 145,000 lbs. struct. steel; 440 M-FBM treated timber; and 820 lin. ft. metal parapet railing. Alternate "B" (Coffer Dam Type Pier Construction) requires approx. 44,000 cu. yds. excav.; 80,400 lin. ft. 14" prestressed piling (1,321 piles); 61,000 lin. ft. untreated timber piling (813 piles); 76,400 lin. ft. treated timber piling (758 piles); 6,500 lin. ft. 10BP42 steel piling (224 piles); 158,300 lin. ft. 14BP73 steel piling (1,056 piles); 32,000 cu. yds. seal conc.; 40,500 cu. yds. Class "A: conc.; 5,800,000 lbs. metal reinforc.; 145,000 lbs. struct. steel; 440 M-FBM treated timber; and 820 lin. ft. metal parapet railing. Either alternate requires load testing, one prestressed and one timber pile.

The work to be performed under the contract requires the use of labor, materials and equipment in both the State of Washington and the State of Oregon. The contractor will be obligated to comply with all applicable laws of the State of Washington with respect to that portion of the work to be done and materials to be furnished in the State of Washington and the laws of the State of Oregon with respect to that portion of the work and materials to be furnished within the State of Oregon.

The contractor should familiarize himself with the laws of both States, particularly those concerning public contracts, permits and licenses, laborers and material, industrial accident insurance, and taxes, including both income and State taxes.

The boundary line between the State of Washington and the State of Oregon has been determined to be at Station 139+89.91 as established pursuant to ORS 186.510 and ORS 186.520.

All of the provisions of Chapter 627, Oregon Laws of 1959, relating to wage rates to be paid on all contracts for public works in this State must be complied with. Minimum hourly wage rates applicable to work to be done under the project listed above are set forth in the special provisions. A statement in writing in a form prescribed by the State Labor Commissioner will be required of each contractor and subcontractor, or their sureties, certifying the hourly rate of wage paid each classification of workmen employed by him upon such public work, and further certifying that no workmen employed by him upon such public work have been paid less than the"prevaling rate of wage" as defined in said Chapter 627 or less than the minimum hourly rate of wage specified in the contract.

Prequalification of bidders will be required in accordance with the provisions of ORS 279.010 to 279.024 inclusive. Full information for bidders may be obtained at the office of the Oregon State Highway Commission, State Highway Building, Salem, Oregon. Plans and specifications may be inspected at the same place and may be obtained by eligible bidders upon payment of $2.00 per each set.

~~Plans and specifications may also be inspected at the office of the Associated General Contractors in Portland, Seattle, Spokane, and Boise; and at the Builders Exchange Cooperative, Portland.~~

The right is reserved to reject any and all proposals or to accept the proposal deemed best for the State of Oregon.

Floyd Query, Secy

OREGON STATE HIGHWAY COMMISSION

~~Glenn L. Jackson, Chairman~~
~~Kenneth N. Fridley, Commissioner~~
~~David B. Simpson, Commissioner~~

~~Forrest Cooper~~
~~State Highway Engineer~~

~~ATTEST:~~
~~Floyd Query, Secretary~~

~~5-15-62~~

Daily CONSTRUCTION Service

Wade Publishing Co.

TELEPHONE SUtter 1-8088 - TWX S. F. 245
16 FIRST STREET • P. O. BOX 3019 • SAN FRANCISCO 19, CALIF.

May 18, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

We received from the Oregon State Highway Commission in today's mail, the Notice to Contractors, on the Clatsop County, Oregon and Pacific County, Washington, Columbia River substructure bridge, opening 9 A.M. June 27th.

From the quantities involved in this project we assume construction costs will be several millions of dollars, therefore we believe it will be to the advantage of the Commission in receiving more competitive bids to run an official legal notice in our publication. While we do not received official notices on all the work on which the Commission calls for bids, we have in the past run several notices as official legal advertising on the larger and extraordinary projects.

May we look forward to receiving your authorization. The rate is twenty cents (20¢) per column line per insertion. Judging from the size of this call for bids it would not entail a very large expenditure.

Ok -
May 28 VA

Very sincerely yours,

Daily Construction Service

H W Pyeritz

HWP:cw

H. W. Pyeritz, Manager

~~Interstate Br. - - Slough Br.~~

~~#4653~~
~~3-27-56~~

NOTED
FLOYD QUERY

RECEIVED
MAY 21 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

Published in
San Francisco and Los Angeles

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS TO WHOM BIDDING PLANS HAVE BEEN FURNISHED

For Astoria Bridge Piers

Bids to be Received on June 27, 1962

General Construction Co., Seattle, Washington

Peter Kiewit Sons' Co., Omaha, Nebraska

Guy F. Atkinson Co., San Francisco, California

J. H. Pomeroy & Co., Inc., San Francisco, California

Puget Sound Bridge & Dry Dock, Seattle, Wash.

J. N. Conley, Portland, Ore.

Macco Corp., Paramount, California

Yuba Consolidated Industries, Emeryville, California

Montag, Halvorson, McLaughlin & Associates, Portland, Ore.

Morrison-Knudsen Co., Inc., Boise, Idaho

Bethlehem Steel Co., Bethlehem, Pa.

Massman Construction Co., Kansas City, Mo.

Johnson, Drake & Piper Inc., Minneapolis 2, Minn.

Fruin-Colnon Contracting Co., Burlingame, California

5/28/62

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FORM E-30 50M 2-60 26118

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1129

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1962

SUBJECT: Astoria Bridge Piers
Letting of June 27, 1962

To: Memo to Files

The DeLong Corporation of New York City has just recently prequalified with this Department.

In reviewing the DeLong Corporation's prequalification statement, they listed that they had performed work for the City of Los Angeles in 1957 and in 1960. The writer of this note telephoned Mr. Dow, Engineer for the City of Los Angeles, last Friday to see if they could give us some information concerning the contractor's performance of this firm. Mr. Dow informed me that this contracting firm's work was very satisfactory and that there was no problems involved with their work. He also mentioned that both jobs were completed on schedule.

Plans, specifications and proposal forms for the Astoria Bridge Piers were sent airmail today to the DeLong Corporation, 29 Broadway, New York 6, New York.

Floyd Query
Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

Phone call made by
Cec Head

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

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U-F 003-1(14)

[illegible]

June 14, 1962

Spokane, Portland and Seattle Railway Co.
1101 N.W. Hoyt Street
Portland 7, Oregon

Attention: Mr. H. F. Moy
Chief Engineer

Re: Columbia River Bridge
at Astoria
FAP No. U-F-003-1(14)

Gentlemen:

I have your letter of June 12 indicating approval of plans on the above project and approval of specifications contingent on certain changes in the railroad protective specifications.

The suggested specification is acceptable to us, and we are advising all bidders of the changes by circular letter.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

By ORIGINAL SIGNED
T. C. ROAKE

T. C. Roake
Assistant Bridge Engineer

CAG:vt

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
JUN 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 12 1962
FOR FILING

4F 103-1 (14)

(a)134

June 11, 1962

U. S. Industries
250 Park Avenue
New York 17, N. Y.

Attention: Mr. Robert H. Pines

Gentlemen:

Earlier today you inquired by telephone if the State of Oregon imposes any restrictions on the use of foreign steel in construction of the Astoria Bridge.

I discussed this matter with Mr. I. D. Merchant, Bridge Engineer, and he advised me that no restrictions are imposed other than meeting the standard specifications as required by the Oregon State Highway Department. Strict adherence to these specifications, however, is required.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC Mr. I. D. Merchant

FQ:fp

1

MISC. CONTRACTS and
AGREEMENTS No. 2524

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FOR FILING

1E - 3 - 1 (14)

6124

Salem, Oregon
May 31, 1962

Agenda Item 4-h
Cooperative Construction Agreement
Astoria Bridge Piers
Oregon Coast Highway
City of Astoria

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a cooperative construction agreement with the City of Astoria in connection with the Astoria-Megler Bridge piers.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City of Astoria.

Secretary

rn
Attach: 1

RECEIVED
MAY 2[illegible] 1962
FOR FILING

[illegible]

May 23, 1962

Oregon State Highway Commission

Gentlemen:

There will appear on the May 25 agenda the matter of entering into a co-operative construction agreement with the City of Astoria in connection with the Astoria-Megler Bridge piers. This agreement is routine in nature and covers such things as grade changes and utility adjustments.

It is recommended that the matter have your favorable consideration and that you authorize the Secretary to sign the instrument.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
P. M. Stephenson
R. L. Porter
Victor D. Wolfe

RLP:ajw hlb

9

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MAY 29 1962
FOR FILING

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May 29, 1962

Mr. Tom McGill
Public Relations Director
Pacific Northwest Telephone Company
509 S. W. Oak
Portland, Oregon

Dear Mr. McGill:

You requested in an earlier letter to Mr. Gene Huntley that you be informed of the date the first major contract is awarded on the Astoria-Megler Bridge.

Bids will be opened June 27 on a project for construction of 32 piers at an estimated cost of $7.5 million. The Oregon State Highway Commission will award the contract at its regular meeting June 29.

I am enclosing a recent news release from our office containing further information on this project. If we may be of any further help to you in preparing your film clips for television release, please call on us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By: Carl A. Flog
Information Officer

CAP:sb

Enclosure

cc: Mr. Forrest Cooper
Mr. Victor Wolfe
Mr. Gene Huntley

May 22, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem 10, Oregon

Dear Mr. Appling:

In compliance with Oregon Laws which require that the Oregon State Highway Commission forward copies of all resolutions designating highway directives to the office of the Secretary of State, there is attached for your files and records a duplicate original of each of the following resolutions, which were adopted on March 2, 1962.

(1) Astoria Bridge-South Approach-Ramp Spur of the Oregon Coast Highway, State Primary Highway No. 9. This resolution also designates this highway section as a throughway. (Survey Resolution No. 249a)

(2) Columbia Avenue-Hamburg Avenue Section of the Oregon Coast Highway. (Survey Resolution No. 249b)

We have also attached sketch maps showing the location of each highway section.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

Att.

FORM 2-30 80M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1962

SUBJECT: Survey Resolutions
Astoria Bridge-South Approach Ramp and
Columbia Avenue-Hamburg Avenue Sections
Oregon Coast Highway

To: Floyd Query
Secretary

Office

Separate resolutions have been prepared for each section of the above-named highway, in response to your letter of March 7, 1962.

The Astoria Bridge-South Approach Ramp Spur resolution serves both as a survey resolution and as a primary highway designation resolution as noted therein. The bridge spur is thereby made a part of the Oregon Coast Highway and thus extends the highway to the Washington State line as requested in your letter. We hope this meets with your satisfaction.

Additional copies of both resolutions are available through this office if you should need them.

Armand L. Riveness
ARMAND L. RIVENESS
Staff Attorney

ALR:ckr
Attachments
cc: L. I. Lindas

5 18 62

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22 1962
FOR FILING

Daily Pacific Builder, Friday, May 18, 1962

NEW OFFICIAL ADVERTISING

Substructure for Steel Spans, Columbia River Bridge, Astoria, Oregon

NOTICE TO CONTRACTORS

Sealed bids on the following project will be received and opened by the State Highway Commission in Room 419, State Highway Building, Salem, Oregon, at 9:00 a.m., **Pacific Standard Time,** Wednesday, June 27, 1962. Awards will be made by the Highway Commission at its meeting in Salem on June 29, 1962.

BIDS TO BE OPENED AT 9:00 A.M. (PAC. STD. TIME), **WEDNESDAY,** JUNE 27, 1962.

CLATSOP COUNTY, OREGON AND PACIFIC COUNTY, WASHINGTON: Substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Ellice, Washington Section, US 101. FAP No. U-F-006-1(14). Requires Railroad Insurance. **Bids will be received on two alternate types** pier construction. **Alternate "A"** (Precast Shell Type Pier Construction) requires approx. 50,000 cu. yds. excav.; 83,800 lin. ft. 14" prestressed piling (1,576 piles); 64,000 lin. ft. untreated timber piling (888 piles); 76,400 lin. ft. treated timber piling (758 piles); 6,500 lin. ft. 10BP42 steel piling (224 piles); 158,300 lin. ft. 14BP73 steel piling (1,056 piles); 26,000 cu. yds. tremie conc.; 11,000 cu. yds. seal conc.; 34,600 cu. yds. Class "A" conc.; 5,900,000 lbs. metal reinforcement; 145,000 lbs. struct. steel; 440 M-FBM treated timber; and 820 lin. ft. metal parapet railing. **Alternate "B"** (Coffer Dam Type Pier Construction) requires approx. 44,000 cu. yds. excav.; 80,400 lin. ft. 14" prestressed piling (1,321 piles); 61,000 lin. ft. untreated timber piling (8 piles); 76,400 lin. ft. treated timber piling (758 piles); 6,500 lin. ft. 10BP42 steel piling (224 piles); 158,300 lin. ft. 14BP73 steel piling (1,056 piles); 32,000 cu. yds. seal conc.; 40,500 cu. yds. Class "A" conc.; 5,800,000 lbs. metal reinforc.; 145,000 lbs. struct. steel; 440 M-FBM treated timber; and 820 lin. ft. metal parapet railing. **Either alternate requires load testing, one prestressed and one timber pile.**

The work to be performed under the contract requires the use of labor, materials and equipment in both the State of Washington and the State of Oregon. The contractor will be obligated to comply with all applicable laws of the State of Washington with respect to that portion of the work to be done and materials to be furnished in the State of Washington and the laws of the State of Oregon with respect to that portion of the work and materials to be furnished within the State of Oregon.

The contractor should familiarize himself with the laws of both States, particularly those concerning public contracts, permits and licenses, laborers and material, industrial accident insurance, and taxes, including both income and State taxes.

The boundary line between the State of Washington and the State of Oregon has been determined to be at Station 139+89.81 as established pursuant to ORS 186.510 and ORS 186.520.

All of the provisions of Chapter 627, Oregon Laws of 1959, relating to wage rates to be paid on all contracts for public works in this State must be complied with. Minimum hourly wage rates applicable to work to be done under the project listed above are set forth in the special provisions. A statement in writing in a form prescribed by the State Labor Commissioner will be required of each contractor and subcontractor, or their sureties, certifying the hourly rate of wage paid each classification of workmen employed by him upon such public work, and further certifying that no workmen employed by him upon such public work have been paid less than the "prevailing rate of wage" as defined in said Chapter 627 or less than the minimum hourly rate of wage specified in the contract.

Prequalification of bidders will be required in accordance with the provisions of ORS 279.010 to 279.024 inclusive. Full information for bidders may be obtained at the office of the Oregon State Highway Commission, State Highway Building, Salem, Oregon. Plans and specifications may be inspected at the same place and may be obtained by eligible bidders upon payment of $2.00 per each set.

Plans and specifications may also be inspected at the office of the Associated General Contractors in Portland, Seattle, Spokane, and Boise; and at the Builders Exchange Cooperative, Portland.

The right is reserved to reject any and all proposals or to accept the proposal deemed best for the State of Oregon.

OREGON STATE HIGHWAY COMMISSION
Floyd Query, Secretary
(Daily Pacific Builder)
(May [illegible] 21, 1962)

RECEIVED
MAY 18 1962
FOR FILING

May 16, 1962

Daily Journal of Commerce
83 Columbia Street
Seattle, Wn., 4

Attention: Mr. Lowell Richards

Gentlemen:

Attached is a copy of the State Highway Commission's "Notice to Contractors" listing the Astoria Bridge Piers project, on which bids are to be received by the Commission on June 27, 1962.

Will you please run this as a paid advertisement in your publication issues of May 18, 21, 24 and 28?

We shall be pleased to honor your invoice for this service. The invoice in triplicate, with one tear sheet for each insertion date, should be mailed to my attention.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC: Mr. Forrest Cooper
Mr. C. G. Polk
Mr. Lowell Shinn (Chg. 5001-900)
fp

~~OREGON STATE HIGHWAY COMMISSION~~

NOTICE TO CONTRACTORS

~~June 27, 1962~~

Sealed bids on the following project will be received and opened by the State Highway Commission in Room 419, State Highway Building, Salem, Oregon, at 9:00 a.m., Pacific Standard Time, Wednesday, June 27, 1962. Awards will be made by the Highway Commission at its meeting in Salem on June 29,1962.

BIDS TO BE OPENED AT 9:00 A.M. (PAC. STD. TIME), WEDNESDAY, JUNE 27, 1962

CLATSOP COUNTY, OREGON, & PACIFIC COUNTY, WASHINGTON: Substructure for steel spans, Columbia River Bridge, Astoria, Oregon, Pt. Eilice, Washington Section, US 101. FAP No. U-F-003-1(14). Requires Railroad Insurance. Bids will be received on two alternate types pier construction. Alternate "A" (Precast Shell Type Pier Construction) requires approx. 50,000 cu. yds. excav.; 83,800 lin. ft. 14" prestressed piling (1,576 piles); 64,000 lin. ft. untreated timber piling (888 piles); 76,400 lin. ft. treated timber piling (758 piles); 6,500 lin. ft. 10BP42 steel piling (224 piles); 158,300 lin. ft. 14BP73 steel piling (1,056 piles); 26,000 cu. yds. tremie conc.; 11,000 cu. yds. seal conc.; 34,600 cu. yds. Class "A" conc.; 5,900,000 lbs. metal reinforcement; 145,000 lbs. struct. steel; 440 M-FBM treated timber; and 820 lin. ft. metal parapet railing. Alternate "B" (Coffer Dam Type Pier Construction) requires approx. 44,000 cu. yds. excav.; 80,400 lin. ft. 14" prestressed piling (1,321 piles); 61,000 lin. ft. untreated timber piling (813 piles); 76,400 lin. ft. treated timber piling (758 piles); 6,500 lin. ft. 10BP42 steel piling (224 piles); 158,300 lin. ft. 14BP73 steel piling (1,056 piles); 32,000 cu. yds. seal conc.; 40,500 cu. yds. Class "A: conc.; 5,800,000 lbs. metal reinforc.; 145,000 lbs. struct. steel; 440 M-FBM treated timber; and 820 lin. ft. metal parapet railing. Either alternate requires load testing, one prestressed and one timber pile.

The work to be performed under the contract requires the use of labor, materials and equipment in both the State of Washington and the State of Oregon. The contractor will be obligated to comply with all applicable laws of the State of Washington with respect to that portion of the work to be done and materials to be furnished in the State of Washington and the laws of the State of Oregon with respect to that portion of the work and materials to be furnished within the State of Oregon.

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The right is reserved to reject any and all proposals or to accept the proposal deemed best for the State of Oregon.

Floyd Query

OREGON STATE HIGHWAY COMMISSION

Glenn L. Jackson, Chairman
Kenneth N. Fridley, Commissioner
David B. Simpson, Commissioner

Forrest Cooper
State Highway Engineer

ATTEST:
Floyd Query, Secretary

5-15-62

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16 1962
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F-00[illegible]-1(14)
6134

FORM CD-121
(9-22-59)

UNITED STATES [illegible]VERNMENT

Memorandum

U.S. D[illegible]ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, Oregon State Highway Engineer
Salem, Oregon

Mr. W. A. Bugge, Washington State Director of Highways
Olympia, Washington

DATE: May 15, 1962

Copy To:
5-16-62

FROM : C. G. Polk, Oregon Division Engineer
08-35.2-0 Salem, Oregon

CGPolk

SUBJECT: Washington-Oregon Project U-F-003-1(14), Columbia River Bridge Astoria, Oregon-Point Ellice, Washington, Substructure for Steel Spans

We have approved, as of this date, the P. S. and E. documents for the subject project.

This is to authorize your advertising the project for bids, with the understanding that all necessary right-of-way parcels can be available for the contractor's use, either by acquisition or by right-of-entry, except for two-thirds of the total number of parcels under Oregon Project U-115(16) as listed in Mr. Moehring's May 10, 1962 letter. As indicated in Mr. Young's May 11, 1962 letter, the successful bidder can proceed on a major portion of the project in an economical manner. Possible delay of right-of-entry to properties to be occupied by Piers No. 171 through 175 until November 1, 1962, as indicated in your special provisions, should provide time for economical disposition of improvements thereon.

Though the project estimate includes the estimated cost of utility adjustments by the City of Astoria, authorization to proceed with such adjustments is withheld until the utility plans, detailed estimate and city agreement are furnished to and approved by this office.

Your Assistant Field Construction Engineer's March 15, 1962 report indicated that no delay is anticipated in adjustments of two other utilities on a non-reimbursable basis.

Concurrence in award of contract will be withheld pending receipt of evidence that satisfactory agreements have been reached in connection with railroad and utility work and that the design plans have been approved by the Railroad company.

RECEIVED
MAY 15 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 14 1962
FOR FILING

UF-003-1(14)

6124

477 Cottage Street N.E.
Salem, Oregon

May 11, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
Salem, Oregon

By:
T. Dee, Acting Division Engineer

Oregon Federal-aid Urban Program

We have been advised by telephone that Items 124 and 125 of the above program were approved by our Washington office effective May 9, 1962.

This approval covers one construction and one right of way project in Stage 2, involving work on 3.80 miles of main bridge piers for the Astoria-Megler bridge over the Columbia River at an estimated cost of $5,397,000 with token Federal-aid financing requested in the amount of $54,000. The unprogramed balance of Federal-aid Urban funds is $620,123, according to our records of this date. The approved program submission covers the following projects:

Item	Project	Location	Phase	Authorization Date	
				Constr.	R.O.W.
124	U-F-003-1(14)	Astoria Bridge	Constr.	________	- - -
125	U-115(16)	Astoria Bridge	ROW	- - -	5/11/62

You may proceed with preparatory work in connection with utility relocation for Item 124 in accordance with paragraph 3b(3) of IM 30-3-61 effective May 11, 1962.

Authorization of the right of way phase for Item 125 is based on revised right of way map 8B-24-17 received here this date. This action reduces Oregon's reimbursable balance to $8,403,831, according to our records of this date.

original referred to Young
5-14-62

RECEIVED
MAY 11 1962
FOR FILING

U-F-[illegible]

May 11, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re:
U-F-013-1(14)
Astoria Bridge Piers

Dear Sir:

Authorization is requested to advertise the physical construction of the 32 bridge piers as set forth in the P.S.&E. for the subject-named job. It is presently planned to take bids on these piers at the June 27th bid opening with advertising for the same to be published May 16th.

Attached hereto is the right of way status and utility status on this project. You will note that there are twelve parcels of right of way on which it is intended to continue negotiations up to June 30th. Condemnation proceedings will be instituted at that time on any parcels remaining. In this connection, I wish to advise that the special provisions of this contract provide that right of way from the harbor line to the south end of the project or for that portion of the project occupied by piers 171 through 175 will probably not be available until November 1, 1962. These piers are on dry land and are a relatively minor portion of the project. They are particularly suited to construction during the winter months. Due to this circumstance, we are sure that operations on the project will be able to proceed in an economical manner.

The provision that the contractor is not entitled to possession or entry in the area occupied by piers 171 through 175 will assure more orderly adjustment of the affected property owners and economical disposition of improvements which are a part of the acquired right of way.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mmb
cc: R. L. Porter
W. T. Wright
Ivan Merchant
F. D. Morgan
G. S. Paxson

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 10, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Right of Way Status
Astoria Bridge Approach
Section
Oregon Coast Highway
Clatsop County

Dear Sir:

Rights of way have been obtained by option on six of the eighteen files on this project. The following files remain to be negotiated:

File 34418	Ft. Adams	$ 6,500
34419	City of Astoria	980
34421	Pesati	30,675
34422	Andersen	5,700
34423	Maki	700
34426	Schmidt	10,000
34429	Smith	1,500
34430	Still	2,250
34431	Hikka	1,000
34433	Hikka	10,000
34434	Rinne	8,500
34660	Union Co-op	25
		$77,830

Negotiations will continue on the above files, and authority to condemn will be secured from the Highway Commission at the May 25 Commission Meeting.

Should negotiations fail on any file, condemnation proceedings will be instituted. Complaints will be filed by June 30, 1962, on any files which cannot be negotiated.

The latest date of possession following this schedule would be during the month of July. All improvements will be cleared by October 31, 1962.

The status of utilities on this project was reported in a letter to you dated March 15, 1962. This report stated that no delay is anticipated on any of the three utilities involved.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

DHM:jm

cc Mr. Forrest Cooper
Mr. L. H. Young
Mr. L. I. Lindas

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MAY [illegible] 62
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OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon

Public Information Office

Phone 364-2171
Extension 439

FOR IMMEDIATE RELEASE 62-89-S May 11, 1962

The Oregon State Highway Department will let the largest single contract in the department's history when bids are opened June 27 for the first major portion of the Columbia River bridge at Astoria.

State Highway Engineer Forrest Cooper said the contract will call for construction of 32 piers, that will cost an estimated $7 1/2 million. Advertisements for the bids will be released next week.

The contract will cover all piers on the river crossing that will support the steel superstructure. This includes the piers in the north channel on the Washington side and the main ship channel on the Oregon side. These piers will also carry the bridge across Marine Drive in Astoria.

Oregon and Washington are cooperating in sharing construction costs of the bridge. The contract to be let in June is the same one that had been planned for letting at the May meeting of the Oregon State Highway Commission. It was delayed because of extended negotiations with the federal government.

The bridge will provide a link for U. S. Highway 101 that will allow uninterrupted traffic through both Oregon and Washington on the Pacific Coast. Ferry service is now provided by Oregon for motorists traveling across the Columbia River.

The 1961 Oregon Legislature authorized $24 million in bonds for construction of the bridge.

# # #

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MAY 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

COMMISSIONERS
ERNEST A. COWELL, CHAIRMAN
[illegible]
ERNEST J. KETCHAM
SEATTLE
ROBERT L. MIKALSON
CENTRALIA
GEORGE C. ZAHN
METHOW
JAMES N. BLAIR, SR.
PUYALLUP

LORENZ GOETZ, SECRETARY
OLYMPIA

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

W. A. BUGGE, DIRECTOR
HIGHWAYS-LICENSES BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 8
[illegible]
NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 127
NO. 4 VANCOUVER
[illegible] MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 2714 MAYFAIR ST.
NO. 7 SEATTLE 4
[illegible] SPOKANE ST.

April 19, 1962

COPY

Mr. Roe P. Rodgers
Division Engineer
Bureau of Public Roads
Olympia, Washington

Dear Sir:

Attached are PR-1 forms, supporting data and program maps for Item 580 of the Federal Aid Primary Highway Program of the State of Washington and Item 12h of the Federal Aid Urban Highway Program of the State of Oregon.

This project, No. U-F-003-1(14), covers the construction of the Astoria Bridge across the Columbia River which is to be jointly financed by the States of Washington and Oregon with token financing from federal funds.

This project is being programmed with the understanding that if after a reasonable length of time it should be decided that federal aid funds will not be needed to assist in the financing of this project that the project can be withdrawn and the funds now obligated will revert to our unprogrammed balance and become available for other federal aid construction.

Yours very truly,

W. A. BUGGE
Director of Highways

By: W. W. JAYNE
Work Control Engineer

WAB:LB
WWJ
encl.

RECEIVED
MAY 22 1962
FOR FILING

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[illegible]

April 4, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are submitting program data for two urban projects (Items 124 and 125) covering construction of piers and right of way purchase for the main river structure crossing the Columbia River at Astoria. In accordance with instructions from your department, these projects are being submitted on a token-financed basis.

Your attention is called to Item 124 which is an Oregon-Washington jointly-financed project and will require concurrent programming by the State of Washington. Copies of Item 124 are being furnished to Washington for use in preparing their program item.

The item has been prepared to utilize Urban funds by Oregon and Primary funds by Washington.

It is our plan to advertise the pier construction project immediately upon receipt of your program approval and PS&E clearance and anything that can be done to expedite these matters will be greatly appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JWN:mmb

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

NO.

FORM PR-1
(REV. 4-61)

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT LOCATION (45 typewriter spaces)	ADT PRESENT	ADT FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
US 101 Astoria Bridge	700	1,200	80	08	Oregon	35	032	124

ROPOSED WORK (35 typewriter	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PREFIX LETTER (S)	NUMBER	SEQ. NO.	POST MI.	DESIG.
iers & Taylor Ave.								U-F-	003-1(14)			

PROJECT NUMBER; I Projects Only

AL FUNDS: Urban

AREA: Astoria

COUNTY NAME: Clatsop; CODE: 007

ROUTE NO.: FEDERAL-AID: 2; STATE: ; U.S.: 101

PROGRAM STAGE: ☐ 1 OR ☒ 2

CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
	PE		US 101 Main River Str., Astoria Br. over Columbia River						Constr. 32 main str. piers and complete super-str. over Taylor Ave.,(bridge length, 20,076') ROW - 60'; Access control and parking restrictions-complete;Utilities Adj. required incl. prep. work.
	ROW								
	CONST (CODE)				5,250,000 *(7,500,000)	** 52,500	4,725,000		
			PROJECT TOTALS	3.39 (3.80)	5,250,000 *(7,500,000)	** 52,500	4,725,000		

ARED BY

GRAM APPROVAL DATES

REMARKS
- * Oregon-Washington jointly financed project.
- ** Token Financed; (Urban Funds-Oregon)
  (Primary Funds-Washington)

USCOMM DUSCOMM-DC 48905-P61

Budget Bureau No. 41-R2067; Approval Exp

U.S. DEPARTMEN
BUREAU O

FORM PR-1
(REV. 4-61)

FEDERAL - AID PROGRAM DATA

(PPM 21-1)

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (45 typewriter spaces) US 101 Astoria Bridge 21 65	ADT	PRESENT 700	FUTURE 1,200 (66) (70)	YEAR 80 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Main Str. Piers & Taylor Ave. Span 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER (S) U-F- 14 28	NUMBER 003-1(14) 7	SEQ. NO. 13	

CARD 4	CLASS OF FEDERAL FUNDS Urban	COUNTY NAME Clatsop	CODE 007 (14) (16)					
	NAME OF URBAN AREA 17-31 Astoria	ROUTE NO.	FEDERAL-AID 2	(82)	STATE (86)	U.S. (37) 101 (41)		

ESTIMATED PROJECT COST BY PHASES

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	WORK STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHA PRO (Fu
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)			
5					PE		US 101 Main River Str., Astoria Br. over Columbia River						Constr str. p complet str. o Ave.,(length
5					ROW								ROW - control ing re complet Adj. r incl.
5					CONST (CODE)				5,250,000 *(7,500,000)	** 52,500	4,725,000		

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	3.39 (3.80)	5,250,000 *(7,500,000) (16) (23)	** 52,500 (24) (33)	4,725,000
1	14	PROGRAM APPROVAL DATES					

REMARKS

* Oregon-Washington jointly financed

** Token Financed; (Urban Funds-Orego
(Primary Funds-Was

USCOMM

ASTORIA BRIDGE
Project No. EBF-003-1( )

Existing Facility - The existing facility consists of a ferry service crossing of the Columbia River between Astoria, Oregon and Megler, Washington; the service being operated by the Oregon Highway Department.

Adjacent Sections - Ferry approaches connecting to FA 1 in Oregon and FA 3 in Washington.

Project Data - Roadway: None involved. Structure: The complete structure consists of concrete approach connections to the states of Washington and Oregon with lengths of 180' and 1,329' respectively, and a 20,076' main structure. Only the main structure which is being bond-issue financed under Chapter 345, Oregon Laws 1961 is to be included in the proposed project and other subsequent Oregon-Washington jointly-financed projects. The approach spans are to be constructed separately by the respective states. The main structure consists of steel truss spans crossing the north and south river channels and RCDG spans connecting the steel truss portions. The main structure also crosses the SP & S Railway tracks and Taylor Ave., (FA Route 1) in Astoria. Horizontal clearance of the structure is to be 28'.

Work under the proposed project consists of construction of 32 main str. piers and the super-structure over Taylor Ave. (Astoria), 407' in length. Remainder of the structure will be programmed subsequently under separate projects.

Railroad Crossing Data -

Name of Railroad:	SP & SRR
Number of tracks:	1
Number of trains:	1
High Speeds:	None
Existing protection:	Wigwag
Proposed protection:	O'xing Structure
Railroad benefits:	None. The existing crossing will continue in service

System Action, airports, water development - None involved.
Public hearing: Required and held February 7, 1962.

Unusual Circumstances - Provision for construction of the Astoria Bridge was made by Chap. 345, Oregon Laws, 1961 and Chap. 209, Washington Laws, 1961, with original financing by bond-issue funds being authorized under the Oregon Act. Retirement of these bonds is planned from revenues to be secured from tolls. Under provisions of an agreement dated September 15, 1961 between Oregon and Washington annual deficits are to be subsidized by Oregon paying the first $100,000 and the remaining balance to be paid, 40% by Washington and 60% by Oregon, but with no Washington payment exceeding $200,000 in any one year. These payments including the tolls are to apply on operating costs and bond interest as well as bond retirement.

Federal participation is anticipated under the provisions of Section 129, Title 23, US Code.

MONTHLY TRANSACTION NO.	FORM PR-1 (REV. 4-61)
DATE SUBMITTED TO W. O.	

FEDERAL-AID PROG

(PPM 21-1)

CARD 2	REPORT NUMBER 1 (19) (20)	PROJECT LOCATION (45 typewriter spaces) US 101 Astoria Bridge 21 65	ADT	PRESENT 700	FUTURE 1,200 (66) (70)	YEAR 80 (71) (72)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Right of Way 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)

CARD 4	CLASS OF FEDERAL FUNDS Urban	COUNTY NAME	
	NAME OF URBAN AREA 17-31 Astoria	ROUTE NO.	FEDERAL-AID 2

ESTIMATED PROJECT COST B

CARD	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)
5					**PE**		US101 Astoria Unit, Main river structure, Astoria Br. over Columbia River			
5					**ROW**					
5					**CONST** (CODE)				147,000	* 1,500

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS	0.26	147,000 (16) (23)	* 1,500 (24) (33)
1	14	PROGRAM APPROVAL DATES				

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

65	**ADT**	PRESENT 700	FUTURE 1,200 (66) (70)	YEAR 80 (71) (72)	REGION 08	STATE NAME Oregon	STATE CODE 35 (2) (3)	APPN CODE 032 (4) (9)	ITEM NO. 125 (14) (18)

UTE (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) U- 14 23	NUMBER 115(16) 7	SEQ. NO. 13	I. Projects Only POST MI. (24) (26)	DESIG. 27

COUNTY NAME Clatsop CODE 007 (14) (16)

ROUTE NO. FEDERAL-AID 2 (32) STATE (36) (37) U.S. 101 (41)

PROGRAM STAGE ☐ 1 OR ☒ 2

	MILES (54) (58)	ESTIMATED PROJECT COST BY PHASES TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
ture,						ROW (Future two-lane bridge over Columbia River)
s						ROW - 60'; Access control and parking restrictions-complete.
		147,000	* 1,500	145,500		
OJECT TALS	0.26	147,000 (16) (23)	* 1,500 (24) (33)	145,500		

REMARKS
Additional data - See urban program item number 124.

* Token Financed.

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March 19, 1962

Senator Daniel A. Thiel
2683 Irving Avenue
Astoria, Oregon

Representative W. E. Holmstrom
123 East 7th Street
Gearhart, Oregon

Mr. R. J. Bettendorf, Manager
Port of Astoria
Astoria, Oregon

Mr. Wm. H. Cunningham, City Manager
City Hall
Astoria, Oregon

Gentlemen:

In our previous discussions concerning the Astoria Bridge we had set April 11 as the date for the opening of bids for piers on the bridge. We thought at that time that our negotiations with the Bureau of Public Roads to make this bridge eligible for Federal aid were under control.

Quite recently, conflicts with Federal regulations have developed and we have been delayed in the completion of these negotiations. We are forced to eliminate the bids for piers from the April letting but will schedule this for a special letting just as soon as the negotiations with the Bureau are completed. We hope that the matter will be ironed out within the next few days.

I wanted to get this information to you so that you would not be apprehensive when the pier bid does not occur in the announcement for the April 11 bid opening.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

RECEIVED
MAR 19 1962

FOR FILING

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[illegible]

March 16, 1962

Mr. Tom McGill
Public Relations Director
Pacific Northwest Telephone Company
509 S. W. Oak
Portland, Oregon

Dear Mr. McGill:

This relates to our telephone discussion of earlier this week concerning the date of the contracting for the piers of the Astoria Bridge across the mouth of the Columbia River.

You indicated that you had obtained some good motion pictures of the moving of the telephone cables at the site of the bridge, and that you believed these might be used on television if tied in with the awarding of the contract for this construction.

I checked again in the Bridge Division this morning and it is still uncertain as to the date for calling for bids. There is still some possibility that bids will be called for on April 11, but this is uncertain. It apparently entirely depends upon final approval by the Federal Bureau of Public Roads. If bids are not called for on April 11, then this should occur approximately a month later.

I am bringing this matter to the attention of Mr. Carl Plog, Information Officer, and he will keep you posted as to occurrences in respect to the bridge.

Your interest is appreciated.

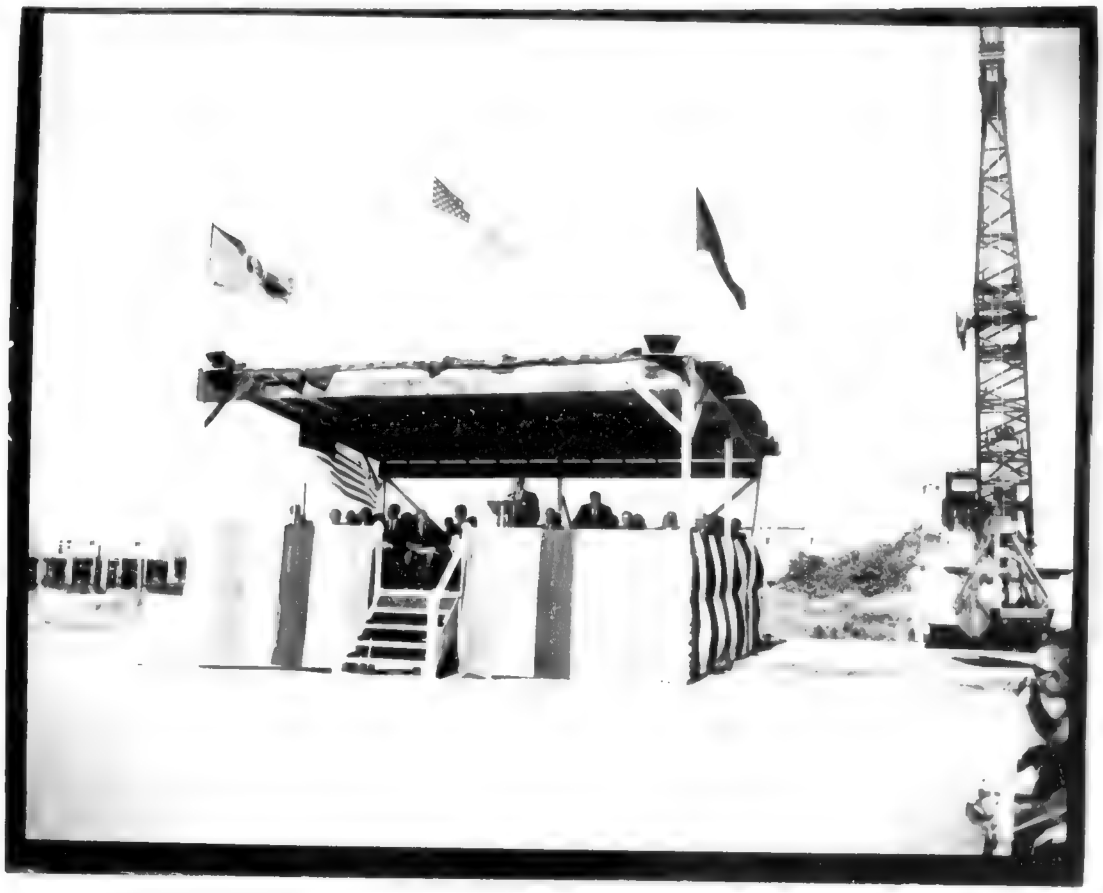
Very truly yours,

Forrest Cooper
State Highway Engineer

By: Gene Huntley, Director
Personnel and Public Relations

GH:sb
cc: Mr. Victor Wolfe
Mr. Carl Plog

U-F-003- Substr. Steel Spans, 1962
1-(14) Col. R. Br. Astoria - Pt.
#6124 Ellice, WA GROUND-BREAKING



CENTER OF MAIN PIER

Governor Hatfield's s[illegible]ch at ground-breaking ceremonie[illegible] Astoria, August 11, 1962

"Mr. Chairman, Mr. Mayor, Mayors of other of our Oregon and Washington cities, Legislators of Oregon and Washington, Ladies and Gentlemen:

"I want to thank first of all the Highway Commission for getting that new ferry into operation and to thus help alleviate some of the traffic problems that we had down here at the mouth of the Columbia River. And also I wish to thank the editor of the Astorian Budget for bringing that problem to my attention. For those of you who are strangers, you'll have to get some back copies of the Astorian Budget and read it.

"I was expecting of course to have Governor Rosellini of Washington join us today in this very important occasion. It is indeed a great disappointment to me personally, and I'm sure to all of you who are here that he did not come. I have here before me a plaque that I had hoped to present to him personally. This plaque shows the hand stretched across the mouth of the Columbia River holding the design of the new bridge. It says, 'ground-breaking ceremonies for the Interstate Bridge on US Highway 101 at the mouth of the Columbia River, Astoria, Oregon, August 11, 1962 presented to Governor Albert D. Rosellini of Washington'. I shall ask Mr. Cowell to carry this plaque back to him and invite him to place it in the bridge himself upon some appropriate pillar or some other place on the bridge so that it can be held for all posterity."

Mr. Cowell: "Thank you Governor. I will certainly take this back to Governor Rosellini and I hope that in three years we can be back here again and we'll shake hands across the bridge."

Governor Hatfield: "Thank you for that plug.

"At the great World's Fair in Seattle last May, it was my priviledge to address a gathering on the occasion of Oregon Day. At that time I made reference to the bridge which I call the missing link in the tourism trade and commerce between our great states. And I suppose that I would be less than human if I did not take a certain amount of pride that the beginning of this bridge should take place during my time of public service. And I would also like to take this occasion to thank the many people who have given so much to bring this into reality. It would be foolish to try to name all of those who have sought this bridge, who have dreamed about this bridge, who have fought for this bridge over the years. I suppose from those who have made matchbook covers to those who have drafted legislative bills that they would have to include everyone in between, because it has been the efforts of many people, but I would like to today mention two names; names that have already been mentioned to this audience and for which I am sure generations yet to come will be thinking back and referring to Representative Bill Holmstrom and to Senator Dan Thiel because these are two men who have fought the hardest, I believe.

"I remember on one occasion when I addressed the Oregon Legislature and these two members of the opposition party sat there watching and listening to my message. I think that the biggest smile and about the only smile concerning my message that they extended me to the podium was when I recommended the Astoria-Megler Bridge. And I'm happy that I have been able to be a part of this in making that recommendation to the Legislature, and I am sure that you recall the first time that a bill was signed outside of the State Capitol Building when we brought our first bill in 1959 down to Astoria for public ceremonies because we really thought this was the real McCoy; but it wasn't. We had a few more U-turns before we got the bill through that finally brought this bridge into reality. As you know, this is a part of our state which has had many firsts. And I know that this bridge will become another one of the great parts of Astoria and Clatsop County which will draw tourists, which will draw people of great interests to and from many parts of our country.

"As you may recall the words of one of the great historians, Bernard DeVoto, who said that the 'Lewis and Clark visit to Astoria gave the entire West to the American people as something the mind could deal with', and I believe this is going to add to that great concept and picture of the Astoria area. As you know, the first Oregon-built steamer was launched here in 1850 and it was appropriately named "The Columbia", and the years that followed, of course, brought greater commerce to this area because of the steamboat business. And then the first salmon cannery in Oregon began operations here in 1866 and again this was part of the industry which was to grow so vital, not only to this area, but to the entire state. And in a few years, people will look back upon the Oregon ferries that operated here at Astoria as we now today look back upon the horse and buggy as something of the ancient past, and I'm sure that we will not forget the color, we will not forget the history made by these ferries, and I know of no one who could spin more fascinating yarns concerning the history of the ferries here in Astoria, than one of your senior citizens, Captain Fritz Elfving, who in his 80's can certainly be called one of the great pioneers of the ferry system between Oregon and Washington. And I'm sure that he would tell you in his modesty and in his mind's memory that the kind of transportation that existed in the early days was not at all sweetness and life between the rival ferry companies. That upon one occasion, waiting for his ferry to leave the slip, a rival ferry company put in some piling to block his entrance to the slip. But upon returning he saw what had taken place, and being a man of great vigor and courage and not to be taken out of the business merely because of this little competitive scheme, he ordered "Full Steam Ahead" and when this was the response from the engine room, down went the piling, and all of the obstacles in its way, and he carried on the affairs of business.

"This was only one of the many things that happened in those early days. But then we know that during World War II that our ferry system here again played an important role. We think of the Tourist II, which it was called, the Second. And this became a mine-layer for our military defense of this part of the country. The military department was so impressed by the service given by the Tourist II for the outstanding job that it had performed during the war that it received an "E" Pennant. And interestingly, when it was re-sold as surplus property after the war, the price set on her was $1,000 more than the original price for the ferry itself.

"And so we have many of these wonderful things that have taken place in our past and have helped build for the present and for the future. I think Astoria is indeed a very interesting location from a standpoint of transportation in other ways as well,because as you know this is where 101 and 30 meet in the Lower Columbia River. And we know that these are two of our vital links of our transportational system today in this United States. We know that they have been brought to a new standard of excellence,and through improvements by our Highway Department's programs that there are many more people traveling these highways today, but there will be many more in the future because of improvements yet to be made. It's interesting to know that along our highways here on the coast, 101, that five bridges were completed in 1936 by the Oregon Highway Department, and these bridges crossed the Yaquina Bay, crossed the Alsea Bay, the Umpqua River, Siuslaw River and the Coos Bay. And that these five bridges built in 1936 cost a total of $5 1/2 million, and that all five of these bridges combined end to end would not be as long as this new bridge which we are starting today.

"And so it is that 101 has brought forth new improvements and new progress. It might be interesting for you to know that we have expended in a 13 year period, starting in 1951, after the war, through 1964, we will have spent on Highway 101 over $85 million for improvements, and that this is in a short 13 year period. And that in the other highway that is serving Astoria, that in the same period of time on Highway 30 we will have spent over $14 million. These are only a few of the great expectations that we have to build upon for the future improvements of this great city and 101. In fact, we can say that in the next few years that we will let contracts exceeding many millions of dollars for added improvements. But this is not the only thing that has made Astoria and Clatsop County great. Not just because we have spent a great deal of money for highway building here. In fact, I might just say in this one county area alone, including the Interstate Highway Bridge, that in the past five years we have spent $15 million. Besides that, there will be an additional $20 million in the next period ahead.

"But we have also built parks along our highways to improve the scenic attractions and to improve, of course, the tourist facilities. We have Bradley Wayside Park with new improvements and a new picnic area. We have Fort Stevens State Park, Ecola State Park, which will be reopened after a disasterous slide of a year and a half ago. These are a few of the parks that have added to the beauty and to the industry of the tourists coming into this area.

"Ladies and gentlemen, we have much of which we can take pride and be thankful and grateful, but we have much yet to be done, and I can assure you with planning, with proper programming, with leadership, we will continue this kind of progress. It can be truly said that Oregon is rolling ahead--that progress is ours today. And that we have moved the state ahead in many areas including our highway programs, our parks. But this is only the beginning of an era that will bring to Oregon recognition that it has never received. Because not only of the beauty of our state, it's because of the friendliness of our people, because of the industry that will come to identify itself in our economy, it's because of the hard-working endeavors of many public servants as those who are before you today representing the states of Oregon and Washington from our Mayors to our Legislators.

"Thank you for this opportunity and we will proceed now to break ground in pre-broken ground area. Thank you."

Office of the Governor
State Capitol, Salem
8/10/62/75

For Relea[illegible]: Saturday PMs 8-11-62
Radio: After 3 p.m.
PDT

XCERPTS OF REMARKS PREPARED FOR DELIVERY BY GOVERNOR MARK HATFIELD 8-11-62 ON THE TWO OCCASIONS OF ASTORIA BRIDGE GROUNDBREAKING CEREMONIES AND COMMUNITY DINNER FOLLOWING

I should like to take this occasion to thank all of those who, down through the years have dreamed and worked for a bridge in this area. The escription of it, which I made at the World's Fair last May, is appropriate o reiterate today -- the missing link in tourism, trade and commerce between our states.

The history of this bridge beginning shows many an obstacle and I don't think even in this hour of triumph they should be minimized or ignored. It would be less than human of me if it were not a great source of satisfaction that the project became a reality during my period of service. I recall bringing the first bill in history to be signed out of the capital city to a ceremony here in 1959. But even after that there were a few U-turns and only the tenacity of your delegation in the legislature brought about another successful vote.

May I make it perfectly clear here today that there are two great dangers in highway promotion which I see on the horizon and I feel a public responsibility to outline.

The first is bonding programs. These are, in my judgment, to be used only in unusual circumstances for which this project qualified. But they cannot be used indiscriminately as a device to circumvent the statewide perspective of the Highway Commission in order to merely meet local pride. And the reason is simply this: the interest, which is no small consideration, will amount to fourteen million dollars on this bridge, and a half million on both Highway 42 and 197, the other major projects using this manner of financing from the last egislature. While the familiar ring can be heard that this means the bridge an be in use while it is being paid for, it should be tempered with this startling statistic: the interest payments here, and on 42 and 197, will be about 45% of the costs of the projects.

I dare not leave out what these interest payments mean to the primary, secondary and urban road system of our state. Oregon cannot afford an overabundance of highway projects on the installment plan any more than the amily can overextend its credit.

In the days ahead, as this bridge attracts more and more traffic to the coastline, another basic decision that will have to be made concerns the implementation of the Scenic Areas legislation. The delicate balance between rakish ballyhoo and attractive, economically necessary advertising must be struc. If your appeal is to tourism, then the scenic wonders must be available to the eye. Our Scenic Area Commission is holding hearings in affected locales. Yo have a responsibility to make your views known. But it is a fact, we cannot bring tourists to an area that, if left without some controls, would be a solid string of advertising for the attractions they could not see, or littered so that they might not be enjoyed.

I have spoken frankly on this occasion, not to bring solemnity to it, but rather to outline to you some of the future considerations which must be studied if we are to make advances -- if we are to see this bridge become more than just a link from here to there . . . it can and must be more than

(mor

that . . . it must be a source of great pride not only to all of Oregon, but to all of the west itself.

The bridge we begin today has some fascinating predecessors in transportation ties with the Great Columbia. The first Oregon-built steamboat was launched here in 1850. It was appropriately named the "Columbia". In the years that followed, the steamboat business on the Columbia River prospered.

The first salmon cannery in Oregon began operations here in 1866. This was the start of an industry that was to become vital to the people of this area.

In a few years, people here will recall the Astoria ferries in the same way that we now recall the days of the horse and buggy. Perhaps not many will regret the passing of the ferries, but there has been much romance and conflict in these boats whose captains have piloted them across the sometimes treacherous mouth of the stormy Columbia.

- - -

No one knows better of this fascinating past than one of Astoria's senior citizens -- Captain "Fritz" Elfving, the man who pioneered the ferry between Astoria and the Washington shore.

Captain Elfving, who is now in his 80's, can remember when the competition in the ferry service was sometimes so fierce that it bordered on warfare. If the captain is too modest to admit it himself, then his many friends in Astoria can tell you of several such occasions.

One time a rival transportation company waited until he was at sea. They then hastily set piling across the entrance to the ferry slip in an effort to shut him out. But the Captain had other ideas as soon as he saw the obstruction to the ferry slip.

He rang for "Full Speed Ahead" and rammed the barriers head-on. This quickly disposed of the pilings that had been placed in his way.

But the Astoria ferry service was not only involved in competitive warfare between rival companies. During the Second World War, the Tourist II ferry, which is still operating today, became a mine layer. The Army, impressed by the work she performed, awarded the vessel an "E" pennant in recognition of her service. The Tourist II did such an outstanding job of laying and tending the minefields at the mouth of the Columbia that when she was re-sold as surplus property after the war, the price set on her was $1,000 more than the original purchase price.

In 1946, the Oregon State Highway Commission purchased the ferry service from Captain Elfving and today still operates the service. But this ferry service, which has had such a colorful past, must soon bow its head to progress. The tourist who seeks scenery and perhaps even the leisurely Sunday drive may be content to wait for the ferries that plow steadily through the rippling waves of the Columbia. But Highway 101 today carries much traffic both tourist and local in a greater volume than ever before. And most of this traffic is not happy with delays caused by waiting for the ferries.

To encourage these motorists to continue using Highway 101, it has become necessary to build this new bridge across the Columbia.

(more)

Astoria is now the meeting place of two major highways US 101 and US the Lower Columbia River Highway. Development of Highway 101 has magnified the need for building the bridge across the mouth of the Columbia.

The Oregon Legislature in 1921 designated the Oregon portion of Highway 101 as the Roosevelt Coast Military Highway, a name it held for some time. It became a federal primary route in late 1922.

- - -

The Oregon Coast is noted for its rugged beauty and it is this scenic grandeur that attracts so many tourists to the coast. But this same rugged beauty also makes highway building both difficult and expensive.

Five bridges were completed in 1936 by the Oregon State Highway Department. These bridges made it possible to cut many miles of crooked road from the old highway and provided scenic views not easily visible from the former route. These bridges crossed the Yaquina Bay, the Alsea Bay, the Umpqua River, the Siuslaw River and the Coos Bay. These five bridges were built at a cost of approximately five and one-half million dollars.

This new bridge which will join Oregon and Washington is longer than all the other five together and will cost more than four times as much to build.

There are six bridges between the two states of Oregon and Washington. Not far east is the Rainier-Longview bridge, built in 1929. At Portland are the Interstate Freeway bridges between Portland and Vancouver. Still farther east in Hood River County are two bridges crossing the Columbia, the Hood River-White Salmon bridge and the Bridge of the Gods at Cascade Locks. In the adjacent county of Wasco is The Dalles bridge. The Umatilla bridge in eastern Oregon is the farthest upstream. And in addition, a new bridge is now being built by Sherman County of Oregon and Klickitat County of Washington at Biggs Rapids 20 miles east of The Dalles.

There are also several ferries plying their way across the Columbia between Oregon and Washington.

Those of you who are citizens of Astoria and Clatsop County have campaigned long and hard to get this bridge built. Determination is a quality that has long marked the people of your area. It wasn't so many years ago, 1922 to be exact, that Astoria was virtually destroyed by fire. It was a real blow to all of Oregon, for Astoria was then the second largest city in the state. Your citizens launched a re-construction program and rebuilt Astoria as we know it today -- a modern busy city.

Highway 101 that leads to Astoria and travels the coast of both Oregon and Washington is a highway that has been significantly improved in Oregon. During the 13-year period from 1951 to 1964, the Oregon Coast Highway will have had more money spent on its improvement than any other non-interstate highway in Oregon. By June of 1964, a total of over eight-five million dollars will have been spent on improvements of this highway in only a 13-year period.

The other major highway serving Astoria, the Lower Columbia River Highway, has also been recognized. During the same 13-year period of 1951 to 1964, there will have been 14 million dollars spent on this highway.

(more)

During the past five years in the Astoria and Clatsop County area, including the interstate bridge, there has been completed or let to contract a total of fifteen million dollars worth of highway projects. Besides this, there has been an additional twenty million dollars approved for later construction in the Astoria and Clatsop County area.

These two highways will be improved still more and included will be improvements to the State Parks in the surrounding area. Bradley Wayside Park will soon have improvements made to its picnic area. Fort Stevens State Park will soon get an enlarged parking area, more camping facilities and buildings. And Ecola State Park was reopened only a month ago after the disastrous slide of a year and a half ago.

All these improvements will add to the words of Bernard De Voto, who said that Lewis and Clark's visit to Astoria 'gave the entire West to the American people as something the mind could deal with.' *

The Lewis and Clark journals were first forms of travel promotion to the Pacific Northwest. Today we are more [illegible] in promoting travel to our area, but the best promotion is to get a visitor to tell what he sees to his neighbor back home. This is not difficult, for no area can match ours for beautiful scenery and fine highways.

We recognize the importance of visitors and we shall continue to encourage vacation travel to the utmost, and I am happy to report to you our Green Welcome Mat program this summer has met with unqualified success.

The fame of the new bridge here will spread both before and after its completion. This addition of a man-made wonder to the existing natural wonders of our area will be another stimulus to draw tourists to Oregon and the Northwest and to better serve the residents of our two states in their commercial, recreational and personal concerns.

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* From The Columbia by Stewart Holbrook, p. [illegible]: "To De Voto, however, the greatest contribution of this first exploration by land was that it 'gave the entire West to the American people as something the mind could deal with.' Before, this void had been a region of rumor, guess and fantasy."

OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon

Public Relations Office

Phone 364-2171
Extension 1501

RECEIVED
1962

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Highway (M)

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FOR IMMEDIATE RELEASE 62-186-S August 9, 1962

A gold shovel in the hands of Oregon's Governor, Mark O. Hatfield, will bite into the riverbank earth at Astoria Saturday (August 11) to signal the start of construction on the most expensive single project ever built by the Oregon State Highway Commission - the $24 million bridge across the mouth of the Columbia River.

These ground-breaking ceremonies will take place at the site where the Astoria approach will take form, more than four miles from the other approach on the Washington shore at Point Ellice.

Oregon Highway Commission Chairman Glenn L. Jackson will be master of ceremonies. Also present will be members of the legislature and numerous other state, county, and civic officials. A similar array from Washington will be headed by Highway Commission Chairman Ernest A. Cowell, representing Washington's Governor, Albert D. Rosellini. The ceremonies will begin at 3:30 p.m., daylight time, and will be capped by a 7 p.m. dinner at Astoria High School, sponsored by the Astoria Chamber of Commerce.

The bridge's 4.2-mile length will make it one of the longer in the nation. It will provide an uninterrupted link between Oregon and Washington portions of US101, and will replace the present Astoria-Megler ferry service when opened in mid 1965.

The 1961 Oregon Legislature authorized the Oregon State Highway Commission to sell $24 million in bonds to finance the construction of the bridge. Oregon and Washington will share the construction and maintenance costs, and each state will build its own bridge approach.

NOTED
R. L PORTER

(more)

The DeLong Corporation, a New York City firm, was awarded the contract June 29 for construction of 32 piers for the bridge at a cost of $7,868,033. Two more contracts will be let for the bridge early in 1963 and separate awards will be made for the approach at each end.

The Astoria approach will rise near the river front and curve through a full circle over Marine Drive. The roadway's leap across the channel will leave a clear width of 1,070 feet and a vertical clearance at low tide of 204 feet - ample room to allow the Navy's largest aircraft carrier to pass through.

From the main ship channel crossing, the roadway will descend to a 25-foot height for the 11,000-foot viaduct across the Desdemona Sands, where every low tide exposes sandy islands of changing sizes, shapes, and locations. The road level will rise again near the Washington shore for the smaller north ship channel, then join dry land again at Point Ellice near Megler.

August 8, 1962

Mr. Glenn L. Jackson, Chairman
State Highway Commission
c/o Pacific Power & Light Company
Medford, Oregon

Dear Mr. Jackson:

Attached hereto is information regarding the Astoria groundbreaking ceremonies. Included in this information is a copy of a speech for Governor Hatfield's use at this ceremony, as requested by his office; also a fact sheet on highway activities on the Oregon Coast and Lower Columbia River Highways, some of which was included in the Governor's speech, as suggested by your staff.

Also included are a fact sheet on the Astoria bridge itself and a suggested program. In discussing this with the Governor's office, it was suggested that the introductions be interspersed with the speeches as set up on this program to somewhat break the monotony. This was in no way intended as instructions from the Governor's office but merely as a helpful suggestion as to a possible way of breaking the monotony of a long series of introductions.

Finally, a list of persons to be introduced, including some 27 names from whom no reply has been received. Those invited to be present for introduction from whom we have no reply are indicated by an asterisk. Governor Rosellini sent his regrets and is sending Mr. E. A. Cowell, Chairman of the Washington State Highway Commission, as his personal representative. Mr. Cowell will speak representing both the Governor and the Washington State Highway Commission. The Mayor of Astoria, Harry M. Steinbock, has been invited and has accepted to speak on behalf of the Cities of Warrenton, Hammond, Seaside, Cannon Beach, Ilwaco, Long Beach, Seaview, Chinook, Raymond, and South Bend. Mr. Marshall Doupe, President of the Chamber of Commerce, Ilwaco, Washington, has been invited and has accepted to speak on behalf of the chambers of commerce and civic clubs of Ilwaco, Raymond, South Bend, Seaview, Long Beach, Astoria, Warrenton, Seaside, and Cannon Beach. Governor Mark Hatfield and yourself complete the list of those persons speaking.

The Governor's office has suggested that the pictures of Governor Hatfield turning the first spadeful of dirt include, with the Governor, Senator Daniel A. Thiel, Representative W. H. Holmstrom, and Senator Robert C. Bailey of South Bend, Washington.

Very truly yours,

Forrest Cooper
State Highway Engineer

By: Victor D. Wolfe
Administrative Assistant

VDW:me

GROUND-BREAKING CEREMONIES - ASTORIA BRIDGE

August 11, 1962

It is traditional to hold ceremonies to commemorate the start and the finish of major construction projects.

This is such a day and the occasion is certainly deserving of the recognition that is being given it.

We are here today to hold ground-breaking ceremonies that will signal the official start of construction on the interstate bridge that will stretch across the mighty Columbia from Astoria on the Oregon side to Point Ellice near Megler on the Washington side.

This bridge will be over four miles long, making it one of the longer bridges in the United States. It seems only fitting that this mammoth bridge should be closely connected with Astoria, a city of great historical significance and the first permanent settlement in the Pacific Northwest.

Americans take pride in claiming a "first", and Astoria has a long series of these that started when the first settlement was established here in 1811. Astoria celebrated its centennial in 1911, which was 48 years before Oregon as a state celebrated its centennial.

Many other "firsts" were launched here also. Oregon's first post office was erected here in 1847--and it was also the first post office west of the Rockies. The first Oregon-built steamboat was launched here in 1850. It was appropriately named the "Columbia". In the years that followed, the steamboat business on the Columbia River prospered.

(Prepared for Governor Hatfield)

And the first white woman to touch Oregon soil landed in Astoria. This somewhat colorful woman, whose name was Jane Barnes*, caused quite a stir before departing Astoria after a brief stay.

The first salmon cannery in Oregon began operations here in 1866. This was the start of an industry that was to become vital to the people of this area.

These and many other "firsts" originated in the Astoria area. The reason I point these out is to remind you that Astoria is quite deserving of being selected as the site of a bridge so magnificent that it will represent the largest single project ever undertaken by the Oregon State Highway Department.

In a few years, people here will recall the Astoria ferries in the same way that we now recall the days of the horse and buggy. Perhaps not many will regret the passing of the ferries, but there has been much romance and conflict in these boats whose captains have piloted them across the sometimes treacherous mouth of the stormy Columbia.

No one knows better of this fascinating past than one of Astoria's senior citizens--Captain "Fritz" Elfving, the man who pioneered the ferry between Astoria and the Washington shore.

Captain Elfving, who is now in his 80's, can remember when the competition in the ferry service was sometimes so fierce that it bordered on warfare. If the captain is too modest to admit it himself, then his many friends in Astoria can tell you of several such occasions.

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*From The Columbia by Stewart Holbrook, p. 58: "Governor McTavish had an abiding interest in hard liquor and a liking for female company. With him came a pretty blonde barmaid from Plymouth, England, whose name may have been Jane Barnes. She was the first white woman of record on the Columbia....."

One time a rival transportation company waited until he was at sea. They then hastily set piling across the entrance to the ferry slip in an effort to shut him out. But the Captain had other ideas as soon as he saw the obstruction to the ferry slip.

He rang for "Full Speed Ahead" and rammed the barriers head-on. This quickly disposed of the pilings that had been placed in his way.

But the Astoria ferry service was not only involved in competitive warfare between rival companies. During the Second World War, the Tourist II ferry, which is still operating today, became a mine layer. The Army, impressed by the work she performed, awarded the vessel an "E" pennant in recognition of her service. The Tourist II did such an outstanding job of laying and tending the minefields at the mouth of the Columbia that when she was re-sold as surplus property after the war, the price set on her was $1,000 more than the original purchase price. This is probably one of the few times the U. S. Government ever made a profit on the sale of surplus property; possibly another "first".

In 1946, the Oregon State Highway Commission purchased the ferry service from Captain Elfving and today still operates the service. But this ferry service, which has had such a colorful past, must soon bow its head to progress. The tourist who seeks scenery and perhaps even the leisurely Sunday driver may be content to wait for the ferries that plow steadily through the rippling waves of the Columbia. But Highway 101 today carries much traffic, both tourist and local, in a greater volume than ever before. And most of this traffic is not happy with delays caused by waiting for the ferries.

To encourage these motorists to continue using Highway 101, it has become necessary to build this new bridge across the Columbia. Undoubtedly the State Legislatures of Oregon and Washington had this in mind when they passed bond measures authorizing the construction of this bridge. It was with a great deal of pleasure and pride that I signed this bill, for I have long been an advocate of a bridge over the Columbia here at Astoria.

It's somewhat of a regret that when the bridge is opened in 1965, the motorist traveling over the bridge will miss the thrill of a four-mile ferry boat trip across the river. We can only hope that they might pause for a few moments to view this river that has been made famous in song and story.

With history being made so fast in our present space age, it may someday become regrettable that school children will find perhaps only a sentence in their text books telling of the wintering of Lewis and Clark at nearby Fort Clatsop. These early explorers landed here in November of 1805 and didn't depart until March of 1806. Many pages of their famous journals were written during that winter when their main concern was food and dry shelter. All in the party, including even the staunch and hardy Sacajawea, grew tired of six weeks of eating only Elk meat. This drab menu was finally broken by the luxury of blubber taken from a whale washed up on the beach.

It was five years later when the first permanent settlement was established in Astoria. A ship sent by John Jacob Astor to found a trading post landed here in

April, 1811. That ship, the Tonquin, never returned to Boston. The ship, the captain and part of the crew were later destroyed by an Indian attack farther north on what is now the Washington coast.

The Columbia was named by Captain Robert Gray who was the first white man to view the site of Astoria. He sailed his ship, the Columbia Rediviva, into the mouth of the river in 1792. He named the river after his ship. It was accounts of Gray's trip, plus the journals of Lewis and Clark, which prompted Astor to send men west to start a trading post at Astoria.

Astoria is now the meeting place of two major highways, US 101 and US 30, the Lower Columbia River Highway. Development of Highway 101 has magnified the need for building the bridge across the mouth of the Columbia.

The Oregon Legislature in 1921 designated the Oregon portion of Highway 101 at the Roosevelt Coast Military Highway, a name it held for some time. It became a federal primary route in late 1922.

The Oregon Coast is noted for its rugged beauty and it is this scenic grandeur that attracts so many tourists to the coast. But this same rugged beauty also makes highway building both difficult and expensive.

Five bridges were completed in 1936 by the Oregon State Highway Department. These bridges made it possible to cut many miles of crooked road from the old highway and provided scenic views not easily visible from the former route. These bridges crossed the Yaquina Bay, the Alsea Bay, the Umpqua River, the

Siuslaw River and the Coos Bay. These five bridges were built at a cost of approximately five and one-half million dollars.

This new bridge which will join Oregon and Washington is longer than all the other five together and will cost more than four times as much to build.

The fact we shall have another bridge between Oregon and Washington is not in itself so significant. Already there are six bridges between the two states. Not far east is the Rainier-Longview bridge, built in 1929. At Portland are the Interstate Freeway bridges between Portland and Vancouver. Still farther east in Hood River County are two bridges crossing the Columbia, the Hood River-White Salmon bridge and the Bridge of the Gods at Cascade Locks. In the adjacent county of Wasco is The Dalles bridge. The Umatilla bridge in eastern Oregon is the farthest upstream. And in addition, a new bridge is now being built by Sherman County of Oregon and Klickitat County of Washington at Biggs Rapids 20 miles east of The Dalles.

There are also several ferries plying their way across the Columbia between Oregon and Washington.

But none of these bridges and none of these ferries have quite the significance that might be given to the ferries here and the bridge to be built here. Part of this is because this new bridge will be a much larger project than the other bridges. And equally notable is that none of the sites of these other bridges has the historical significance that is so abundant in this area.

Those of you who are citizens of Astoria and Clatsop County have campaigned long and hard to get this bridge built. Determination is a quality that has long marked the people of your area. It wasn't so many years ago, 1922 to be exact, that Astoria was destroyed by fire. It was a real blow to all of Oregon, for Astoria was then the second largest city in the state. Your citizens launched a re-construction program and rebuilt Astoria as we know it today--a modern busy city.

The Coast Range separates the coastal cities from the larger population centers of the state, and perhaps you citizens of the coast area feel that sometimes you are forgotten except during the summer months when the coast is such a pleasant place to spend a weekend. But this is far from true.

Highway 101 that leads to Astoria and travels the coast of both Oregon and Washington is a highway that has been significantly improved in Oregon. During the 13-year period from 1951 to 1964, the Oregon Coast Highway will have had more money spent on its improvement than any other non-interstate highway in Oregon. By June of 1964, a total of over eighty-five million dollars will have been spent on improvements of this highway in only a 13-year period.

The other major highway serving Astoria, the Lower Columbia River Highway, has also been recognized. During the same 13-year period of 1951 to 1964, there will have been 14 million dollars spent on this highway.

During the past five years in the Astoria and Clatsop County area, including the interstate bridge, there has been completed or let to contract a total of fifteen million dollars worth of highway projects. Besides this, there has been an additional twenty million dollars approved for later construction in the Astoria and Clatsop County area.

These two highways will be improved still more and included will be improvements to the State Parks in the surrounding area. Bradley Wayside Park will soon have improvements made to its picnic area. Fort Stevens State Park will soon get an enlarged parking area, more camping facilities and buildings. And Ecola State Park was reopened only a month ago after the disastrous slide of a year and a half ago.

You are in an area where optimism should be high. The good highways and this great new bridge will certainly add to the prestige of the Pacific Northwest as it makes travel easier for those who are yet to view our scenic wonderland.

All these improvements will add to the words of Bernard De Voto, who said that Lewis and Clark's visit to Astoria "gave the entire West to the American people as something the mind could deal with."*

The Lewis and Clark journals were first forms of travel promotion to the Pacific Northwest. Today we are more organized in promoting travel to our area, but the best promotion is to get a visitor to tell what he sees to his neighbor back home. This is not difficult, for no area can match ours for beautiful scenery and fine highways.

We speak with pride when we talk of our great Northwest and some of us perhaps wish we could keep it to ourselves and not share it with the rest of the nation. However, we recognize the importance of visitors and we shall continue to encourage vacation travel to the utmost.

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*From The Columbia by Stewart Holbrook, p. 38: "To De Voto, however, the greatest contribution of this first exploration by land was that it 'gave the entire West to the American people as something the mind could deal with.' Before, this void had been a region of rumor, guess and fantasy."

The fame of the new bridge here will spread both before and after its completion. This addition of a man-made wonder to the existing natural wonders of our area will be another stimulus to draw tourists to Oregon and the Northwest.

Progress, as represented by this bridge, may take some of the romance from the area by eliminating the ferry service. But progress is what makes an area thrive, and this bridge will be a giant link not only in transportation but also in progress.

HIGHWAY ACTIVITY ON THE OREGON COAST AND LOWER COLUMBIA HIGHWAYS AS THE SAME ARE OF INTEREST TO THE ASTORIA AREA

The Oregon Coast Highway has had more funds dedicated to its improvement from 1951 through June of 1964 than any other non-interstate highway. By June of 1964, a total of approximately $85,000,000 will have been spent on improvement of this road.

During the past five years in the Astoria area, there has been completed or let to contract a total of $15,000,000 worth of work. Included in these projects are the piers for the Columbia River Bridge and the grading of the Astoria-Camp Rilea Section at a cost of $1,165,000. Also included, is the improvement of the Oregon Coast Highway through Seaside. This involved two miles of grading and paving at a cost in excess of $300,000. There is presently under construction a section of the Oregon Coast Highway from Garibaldi to Bay City. The present job provides for the grading of this section at a cost of approximately $900,000. The section from Neskowin to Otis is undergoing relocation and improvement as a forest highway project. The estimated cost of this project is $3,900,000.

In addition to the foregoing jobs, which have been completed or are currently under contract, there has been an additional $20,600,000 approved for construction of the Oregon Coast Highway in the Astoria area. This is for the completion of the Columbia River Bridge, the completion of the Astoria to Camp Rilea Section, the completion of the Garibaldi-Bay City Section, and of the forest highway project from Neskowin to Otis.

The importance of the Lower Columbia River Highway to the Astoria area is recognized. This important highway has had projects in the amount of $4,400,000 completed or contracted in this five-year period. Included is the Wauna-Westport Section which consisted of 2½ miles of grading, paving, and structures at a cost of approximately $572,000. The Westport-Clatskanie Section is currently being improved. This 9.2-mile section of grading and paving will cost approximately $2,258,000 when completed. The Goble-Tide Creek Section of 5.1 miles of grading, paving, and bridges was completed in 1960 at a cost of approximately $1,347,000. It is presently planned to improve this highway from the St. Johns Bridge in Portland to Burlington at a cost of $3,600,000. It is anticipated that the first contract for the accomplishment of this work will be let this fall.

PARKS

In addition to the road work scheduled for Clatsop County, the beautiful parks of the area are also coming in for improvement. Bradley Wayside Park is scheduled for rehabilitation of the water system, the construction of a drinking fountain, a protective fence at the top of the bluff, and the paving of footpaths and enlargement of the picnic area.

Port Stevens Park is scheduled for grading and surfacing of additional parking area, construction of new shelter latrines at the bathing beach and two new service buildings, and development of overnight camping facilities at an estimated cost of $100,000.

$15,000 is being spent for the rehabilitation of Ecola State Park which has been put back into service this summer after the destruction by a slide of the park facilities during the winter of 1960-1961.

August 8, 1962

CONSTRUCTION EXPENDITURES AND APPROVED PROGRAM
ON THE OREGON COAST AND LOWER COLUMBIA RIVER HIGHWAYS
FROM 1951 TO JUNE, 1964

July, 1962

Oregon Coast Highway

Expended or Contracted on Federal-Aid, State and Forest Highway Projects	$43,250,000
Expended or Contracted on Bond Projects	$21,490,000
Approved Program for Federal-Aid, State or Forest Highway Projects	$ 5,515,000
Approved Program for Bond Projects	$15,150,000
Total Estimated Expenditures, 1951 to June, 1964..	$85,365,000

Lower Columbia River Highway

Expended or Contracted on Federal-Aid, or State Projects	$ 9,850,000
Approved Program for Federal-Aid or State Projects	$ 4,115,000
Total Estimated Expenditures, 1951 to June, 1964..	$13,965,000

STATE HIGHWAY CONSTRUCTION PROJECTS

OREGON COAST AND COLUMBIA RIVER HIGHWAYS

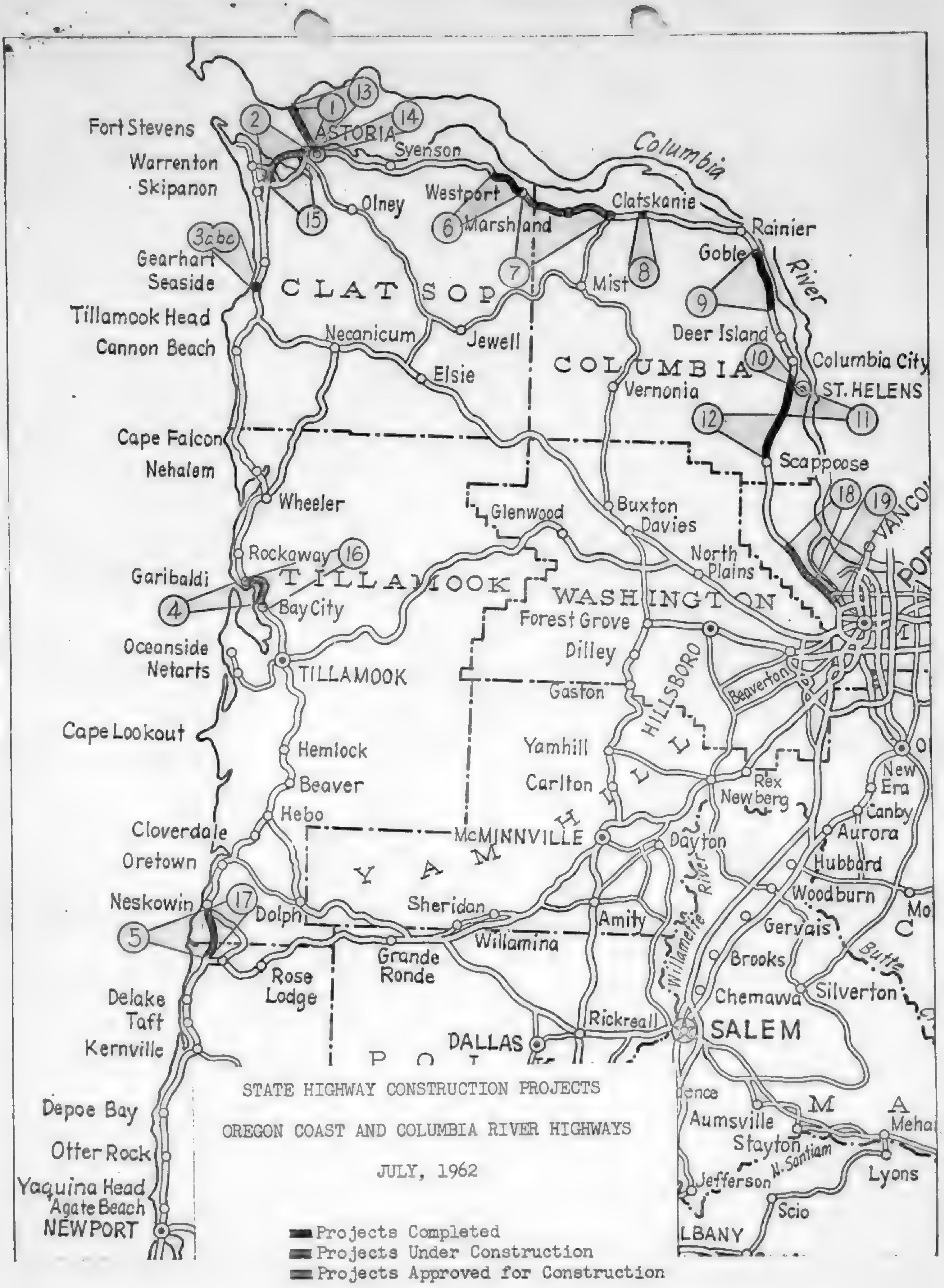
Projects Contracted in the Last Five Years
and Also Those Projects Approved for Construction

	Highway	Project	Year Completed	Estimated Cost
		PROJECTS COMPLETED OR UNDER CONSTRUCTION		
1.	Oregon Coast	Columbia River Bridge Substructure for Steel Spans	Under Const.	$8,857,700
2.	Oregon Coast	Astoria-Camp Rilea 2.6 miles Grading	Under Const.	1,165,000
3a.	Oregon Coast	Mill Creek Culvert	1957	27,000
3b.	Oregon Coast	Seaside Section 2.0 miles Grading and Paving	1959	303,000
3c.	Oregon Coast	Dooley Bridge	1960	14,400
4.	Oregon Coast	Garibaldi-Bay City 2.5 miles Grading and Structures	Under Const.	909,000
5.	Oregon Coast	Neskowin-Otis 7.7 miles Base Rock under Construction (FOREST HIGHWAY PROJECT)	Under Const.	3,876,000
6.	Columbia R.	Wauna-Westport 2.5 miles Grading, Paving and Bridge	1959	572,000
7.	Columbia R.	Westport-Clatskanie 9.2 miles Grading and Paving	Under Const.	2,258,000
8.	Columbia R.	Clatskanie Slide .5 mile Grading and Paving	1960	89,300
9.	Columbia R.	Goble-Tide Creek 5.1 miles Grading, Paving and Bridges	1960	1,347,000
10.	Columbia R.	St. Helens Section .6 mile Grading and Paving	1958	30,000
11.	Columbia R.	St. Helens-Warren 2.8 miles Paving	1962	69,400
12.	Columbia R.	Warren-Scappoose 4.4 miles Paving	1961	64,100

	Highway	Project	Estimated Cost
		PROJECTS APPROVED FOR CONSTRUCTION	
13.	Oregon Coast	Columbia River Bridge	$15,142,300
14.	Oregon Coast	Oregon Approach to Columbia River Bridge	1,250,000
15.	Oregon Coast	Astoria-Camp Rilea 3.3 miles Grading, Paving and Bridge	2,460,000
16.	Oregon Coast	Garibaldi-Bay City 3.7 miles Grading, 6.2 miles Paving & Structure	1,335,000
17.	Oregon Coast	Neskowin-Otis 7.7 miles Paving (FOREST HIGHWAY PROJECT)	425,000
18.	Columbia R.	St. Johns Bridge-Portland Urban Limits 4.0 miles Grading and Paving	2,685,000
19.	Columbia R.	Portland Urban Limits-Burlington 2.9 miles Grading, Paving and Structures	950,000

SUMMARY

	Completed or under Contract	Approved for Construction	Total
Oregon Coast Highway	$15,152,100	$20,612,300	$35,764,400
Columbia River Highway	4,429,800	3,635,000	8,064,800
	$19,581,900	$24,247,300	$43,829,200



STATE HIGHWAY CONSTRUCTION PROJECTS

OREGON COAST AND COLUMBIA RIVER HIGHWAYS

JULY, 1962

▬ Projects Completed
▬ Projects Under Construction
▬ Projects Approved for Construction

ASTORIA BRIDGE

DESCRIPTION (TYPES OF CONSTRUCTION, CLEARANCES)

The 4.12-mile-long structure is described briefly as a reinforced concrete and steel high-level crossing of the Columbia River near its mouth, between Astoria, Clatsop County, Oregon, and Point Ellice, Pacific County, Washington, involving several different but very common types of construction.

The over-all grade line of the structure is adjusted to meet U. S. Army Corps of Engineers' requirements for both horizontal and vertical clearances for river navigation. There are two navigation channels crossed by the structure. A secondary channel adjacent to the Washington Shore, for which 300 feet of horizontal and 47.2 feet of vertical clearance above mean low water is provided. The main ship channel is on the southerly or Astoria side of the river and a horizontal clearance of 1,070 feet is provided with a maximum vertical clearance of 204 feet above mean low water. At its highest point the deck level will be 211.5 feet above mean sea level and across Desdemona Sands deck level will be 25.0 feet above mean sea level. The traveled roadway width will be 28 feet, with 1-foot 6-inch safety curbs. The structure length, navigation clearances, and depths of water require various types of structure for economy.

The 70-foot deep water across the North channel is spanned by seven 351-foot through steel trusses. The main southerly ship channel is crossed by a three-span continuous through steel truss with spans of 616 feet, 1,232 feet, and 616 feet for a total length of 2,464 feet. Across the shallow water of Desdemona Sands, 140 80-foot prestressed precast beam spans on large concrete cylinder pile bents will be used. The connection to Washington Highway 101 will be three prestressed concrete beam spans. The connection between the North channel through truss spans and the Desdemona Sands viaduct will be eight 149-foot welded steel beam spans. The Desdemona Sands viaduct connects to the main channel trusses with four 149-foot welded steel beam spans and four 351-foot steel deck truss spans.

South of the main channel spans, the Astoria approach consists of a 304-foot steel deck truss. Three 135-foot continuous concrete curved box girders and approximately 1,468 feet of prestressed concrete beam span approach with approximately 1,000 feet of earth fill to land the roadway at the intersection of Taylor and Kingston Avenues.

Layout of the Oregon approach is complete. Actual design of the approach spans and earth fill is in progress.

The toll plaza will be located on the Oregon shore somewhere between the bridge roadway junction on Taylor Avenue and the bridge roadway overcrossing of Taylor Avenue. The definite location will be determined in conjunction with the planning for the Oregon approach.

The estimated cost of the completed project is $24,000,000. Of this amount, approximately $9,600,000 will be expended for labor; approximately the same amount ($9,600,000) will be expended for materials, and the remainder, $4,800,000, will be expended for miscellaneous items of equipment, engineering, bond cost, etc. The present planned contract and construction schedule for the complete project is as follows:

Pier Contract: This contract was awarded to the De Long

Corporation on June 29 in the amount of $7,868,033. The work to be done under this contract is essentially the supporting piers. Scheduling for completion is arranged to accomodate and permit early erection of the steel spans presenting the most difficult steel erection problems. All work under the contract is scheduled for completion by June 30, 1964.

Superstructure Contract: Present schedules require calling for bids about February 15, 1963, on all steel fabrication and erection, concrete decks, handrails, etc., to complete the superstructure and completion of this work about May 1, 1965 - the planned completion date for the entire project.

Desdemona Sands Viaduct Contract: This work will be contracted about March 15, 1963, and completed prior to May 1, 1965, and will cover the construction of the 140 80-foot spans with substructure.

Astoria Approach: This work will be contracted about March 15, 1963, and completed prior to May 1, 1965.

Washington Approach: Washington officials have assured us that the approach on their end will be completed by May 1965.

August 8, 1962

SUGGESTED PROGRAM

GROUND-BREAKING CEREMONIES - ASTORIA BRIDGE

August 11, 1962

1. Introduction of: Reverend Orval M. Whitman
Pastor of First Methodist Church
(Representing Astoria Ministerial Association)

Invocation.

2. Introduction of: (Two Members of Oregon State Highway Commission
(
(Deputy State Highway Engineer G. S. Paxson
((Representing Forrest Cooper (out of state))

(B. M. French, Regional Engineer
(Bureau of Public Roads, Portland
(
(Alfred W. Parsons, Division Engineer
(Bureau of Public Roads, Salem

(Felix Schlickeison, Superintendent
(Astoria Bridge Pier Project
(
(Ed Schelde, Office Manager
(Astoria Bridge Pier Project
(
(H. T. Duren, Vice President
(Hansen & Rowland, Inc.
(Tacoma, Washington

W. B. Pohl, President
Port of Astoria

Miss Toni Ettro (Miss Astoria)
Astoria, Oregon

Appropriate remarks by Chairman Glenn L. Jackson

3. Introduction of Mayors: Mayor J. H. Petit, Sr. - Ilwaco, Washington

Mayor Ted Lentz - Long Beach, Washington

Mayor Oscar Holm - Raymond, Washington
(Unable to be Present)

Mayor Ivan Ginther - South Bend, Washington
(No reply received)

Mayor Harold C. Gramson - Warrenton, Oregon

Mayor Robert J. Fox - Hammond, Oregon

(As sent to Governor Hatfield 8-10-62 for his information)

Mayor Maurice W. Pysher - Seaside, Oregon
(No reply received)

Mayor Donald L. Erickson - Cannon Beach, Oregon

* * *

Mayor Harry M. Steinbock - Astoria, Oregon, who will speak on behalf of all the Mayors

4. Introduction of Presidents of Chambers of Commerce, Civic Groups:

President Gray Dennis - Raymond Chamber of Commerce
(No reply received)

President Gunnar Carlson - South Bend Chamber of Commerce
(~~No reply received~~) (Unable to be present)

Mr. W. J. (Bill) Williams - Peninsula Resort Association, Seaview
(Representing President George Godfrey)

President Nelse Holmberg - Long Beach Chamber of Commerce
(~~No reply received~~)

President Forrest Vaughn - Astoria Chamber of Commerce

President Fred Prechel - Warrenton Chamber of Commerce
(No reply received)

President Joseph Schafer - Seaside Chamber of Commerce

Mr. Kent Price - Cannon Beach Commercial Club
(Representing President A. E. Huffsmith)

President Art Steele of Lower Columbia River Highway Association

President Fernley W. Long of The Oregon Coast Association

* * *

President Marshall Doupe - Ilwaco Chamber of Commerce, who will speak on behalf of all civic groups and associations

5. Introduction of Washington Officials:

Joint Fact-Finding Committee on Highways, Streets and Bridges

(Senator Nat Washington, Chairman
(Ephrata, Washington
((No reply received)

(Representative W. J. Beierlein, Vice Chairman
(Auburn, Washington
((No reply received)
(
(Representative Elmer C. Huntley, Secretary
(Thornton, Washington
((Unable to be present)
(
(
(Senator Dewey C. Donohue, Member
(Dayton, Washington
((No reply received)
(
(Senator F. Stuart Foster, Member
(Yakima, Washington
((No reply received)
(
(Senator Al Henry, Member   **WILL BE REPRESENTED BY**
(White Salmon, Washington   **REPRESENTATIVE MILDRED HENRY**
((~~No reply received~~) **(Unable to attend)**   **(HIS WIFE)**
(
(Senator Louis E. Hofmeister, Member
(Enumclaw, Washington
((No reply received)
(
(Senator W. C. Raugust, Member
(Odessa, Washington
((~~No reply received~~) **(Unable to attend)**
(
(Representative Robert Bernethy, Member
(Sultan, Washington
((No reply received)
(
(Representative Horace W. Bozarth, Member
(Mansfield, Washington
((No reply received)
(
(Representative Paul Conner, Member
(Port Angeles, Washington
(
(Representative Daniel J. Evans, Member
(Seattle 2, Washington
((No reply received)
(
(Representative Victor A. Meyers, Jr., Member
(Seattle, Washington
((No reply received)
(
(Representative Arnold S. Wang, Member
(Bremerton, Washington
((~~No reply received~~) **(Unable to be present)**

Senator Robert C. Bailey - South Bend
(~~No reply received~~) yes

Representative Chet King - Raymond

(J. R. Hads, Chairman
(Board of County Commissioners of Pacific County
(South Bend, Washington
(
(R. M. Kirkman, Member
(Board of County Commissioners of Pacific County
(South Bend, Washington
(
(Mr. Howard Hall, Member
(Board of County Commissioners of Pacific County
(South Bend, Washington
(
(George D. Zahn, Vice Chairman
(Washington State Highway Commission
(Methow, Washington
(
(Ernest J. Ketcham, Member
(Washington State Highway Commission
(Seattle, Washington
((Unable to be present)
(
(Robert L. Mikalson, Member
(Washington State Highway Commission
(Centralia, Washington
(
(James M. Blair, Sr., Member
(Washington State Highway Commission
(Puyallup, Washington
(
(Wm. A. Bugge, Director of Highways
(Olympia, Washington
(
(

* * *

(E. A. Cowell, Chairman
(Washington State Highway Commission - Eureka,
(who will speak representing Governor Rosellini

6. Introduction of Oregon Officials:

(Judge Guy Boyington
(County Court of Clatsop County
(Astoria, Oregon
(
(County Commissioner Verne Stratton
(Astoria, Oregon
(
(County Commissioner Walter H. Nelson
(Astoria, Oregon
((Unable to be present)

Legislative Highway Interim Committee

(Representative Norman R. Howard, Chairman
(Portland, Oregon
((~~No reply received~~) (Unable to be present)
(
(Senator Melvin Goode, Vice Chairman
(Albany, Oregon
((Unable to be present)

(Representative Robert L. Elfstrom, Secretary
(Salem, Oregon
(
(Senator Anthony Yturri
(Ontario, Oregon
((Unable to be present)
(
(Senator Walter J. Pearson
(Portland, Oregon
((~~No reply received~~) **(Unable to attend)**
(
(Representative W. O. Kelsay
(Roseburg, Oregon
((~~No reply received~~) **(Unable to attend)**
(
(Representative Bill Bradley
(Gresham, Oregon

Governor Robert D. Holmes - Ex-Senator and Governor
Portland, Oregon

Representative W. H. Holmstrom - Gearhart
(No reply received)

Senator Daniel A. Thiel - Astoria

* * *

Governor Mark O. Hatfield, who will speak on behalf of the elected representatives of the people of Oregon

LIST OF INVITATIONS TO GROUND-BREAKING CEREMONY

ASTORIA BRIDGE

Hon. Mark O. Hatfield
Governor of Oregon
Capitol Building
Salem, Oregon

Hon. Albert D. Rosellini
Governor of Washington
Capitol Building
Olympia, Washington

Mr. E. A. Cowell, Chairman
Washington State Highway Commission
Eureka, Washington

Mr. George D. Zahn, Vice Chairman
Washington State Highway Commission
Methow, Washington

Mr. Ernest J. Ketcham, Member
Washington State Highway Commission
2222 Everett Avenue North
Seattle, Washington

Mr. Robert L. Mikalson, Member
Washington State Highway Commission
1410 Belmont
Centralia, Washington

Mr. James M. Blair, Sr., Member
Washington State Highway Commission
205 South Meridian
Puyallup, Washington

✗Mr. Wm. A. Bugge, Director of Highways
Washington Department of Highways
Transportation Building
Olympia, Washington

Senator Daniel A. Thiel
2625 Irving Avenue
Astoria, Oregon

*Representative W. H. Holmstrom
125 East 7th Street
Gearhart, Oregon

✗Senator Robert C. Bailey
602 W. First
South Bend, Washington

Representative Chet King
Post Office Box 267
Raymond, Washington

Legislative Highway Interim Committee
members (Oregon):

✗(Representative Norman R. Howard, Chairman
(Legislative Highway Interim Committee
(2504 S. E. 64th Avenue
(Portland, Oregon
(
(Senator Melvin Goode, Vice Chairman
(Legislative Highway Interim Committee
(Goode & Goode Attorneys
(Professional Building
(Albany, Oregon
(
(Representative Robert L. Elfstrom, Secretary
(Legislative Highway Interim Committee
(260 Liberty S. E.
(Salem, Oregon
(
(Senator Anthony Yturri, Member
(Legislative Highway Interim Committee
(1051 S. W. 5th
(Ontario, Oregon
(
✗(Senator Walter J. Pearson, Member
(Legislative Highway Interim Committee
(690 Builders Exchange Building
(Portland, Oregon
(
✗(Representative W. O. Kelsay, Member
(Legislative Highway Interim Committee
(356 W. Hazel Street
(Roseburg, Oregon
(
(Representative Bill Bradley, Member
(Legislative Highway Interim Committee
(Route 2, Box 464
(Gresham, Oregon

Joint Fact-Finding Committee on
Highways, Streets, and Bridges
(Washington):

*(Senator Nat Washington, Chairman
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(42 C Street N. W.
(Ephrata, Washington

*(Representative W. J. Beierlein, Vice Chairman
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(1346 E. Main
(Auburn, Washington

(Representative Elmer C. Huntley, Secretary
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Thornton, Washington
(
(Senator Robert C. Bailey, Member
((Previously listed--see first page)
(
*(Senator Dewey C. Donohue, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(506 E. Richmond
(Dayton, Washington
(
*(Senator F. Stuart Foster, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(331 Miller Building
(Yakima, Washington
(
✓(Senator Al Henry, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Rio Vista
(White Salmon, Washington
(
*(Senator Louis E. Hofmeister, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Post Office Box 203
(Enumclaw, Washington
(
✓*(Senator W. C. Raugust, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Odessa, Washington
(
*(Representative Robert Bernethy, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Sultan, Washington
(
*(Representative Horace W. Bozarth, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Mansfield, Washington
(
(Representative Paul Conner, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(Route 1, Box 60
(Port Angeles, Washington

*(Representative Daniel J. Evans, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(2015 - 43rd E.
(Seattle 2, Washington
(
*(Representative Victor A. Meyers, Jr.,
(Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(18641 - 4th S. W.
(Seattle, Washington
(
✓(Representative Arnold S. Wang, Member
(Joint Fact-Finding Committee on
(Highways, Streets and Bridges
(608 - 4th Street
(Bremerton, Washington

Mayors

(Hon. Harry M. Steinbock, Mayor
(City of Astoria
(Astoria, Oregon
(
(Hon. Harold C. Gramson, Mayor
(Warrenton, Oregon
(
(Hon. Robert J. Fox, Mayor
(Hammond, Oregon
(
*(Hon. Maurice W. Pysher, Mayor
(Seaside, Oregon
(
(Hon. Donald L. Erickson, Mayor
(Cannon Beach, Oregon
(
(Hon. J. H. Petit, Sr., Mayor
(Ilwaco, Washington
(
(Hon. Ted Lentz, Mayor
(Long Beach, Washington
(
(Hon. Oscar Holm, Mayor
(Raymond, Washington
(
*(Hon. Ivan Ginther, Mayor
(South Bend, Washington

Presidents - Chambers of Commerce and Commercial Clubs

(Mr. Forrest Vaughn, President
(Astoria Chamber of Commerce
(Astoria, Oregon

Continued
Presidents - Chambers of Commerce
and Commercial Clubs

*(Mr. Fred Prechel, President
(Chamber of Commerce
(Warrenton, Oregon
(
(Mr. Joseph Schafer, President
(Chamber of Commerce
(Seaside, Oregon
(
(Mr. A. E. Huffsmith, President
(Commercial Club
(Cannon Beach, Oregon
(
/(Mr. Nelse Holmberg, President
(Chamber of Commerce
(Long Beach, Washington
(
*(Mr. Gray Dennis, President
(Chamber of Commerce
(Raymond, Washington
(
/(Mr. Gunnar Carlson, President
(Chamber of Commerce
(South Bend, Washington
(
(Mr. Marshall Doupe, President
(Chamber of Commerce
(Ilwaco, Washington
(
(Mr. George Godfrey, President
(Peninsula Resort Association
(Seaview, Washington

Miss Toni Ettro
1650 Sixth Street
Astoria, Oregon

Mr. Art Steele, President
Lower Columbia River Highway Association
c/o Clatskanie Chief
Clatskanie, Oregon

Hon. Fernley W. Long, President
Oregon Coast Association
Gold Beach, Oregon

Mr. W. B. Pohl, President
Port of Astoria
Astoria, Oregon

(Hon. Guy Boyington
(County Judge of Clatsop County
(Astoria, Oregon
(
(Mr. Verne Stratton
(County Commissioner of Clatsop County
(Astoria, Oregon
(
(Mr. Walter H. Nelson
(County Commissioner of Clatsop County
(Astoria, Oregon
(
(Mr. J. R. Hads, Chairman
(Board of County Commissioners of
(Pacific County
(South Bend, Washington
(
(Mr. R. M. Kirkman
(County Commissioner of Pacific County
(South Bend, Washington
(
(Mr. Howard Hall
(County Commissioner of Pacific County
(South Bend, Washington

*(Mr. Felix Schlickeisen, Superintendent
(Astoria Bridge Pier Project
(The Doric Palms Motor Hotel
(3801 N. Interstate Avenue
(Portland, Oregon
(
*(Mr. Ed Schelde, Office Manager
(Astoria Bridge Pier Project
(3829 N. Kilpatrick
(Portland, Oregon
(
(Mr. H. Duren
(Hansen & Rowland, Inc.
(Tacoma, Washington

(Mr. Glenn L. Jackson, Chairman
(Oregon State Highway Commission
(c/o Pacific Power & Light Company
(216 West Main
(Medford, Oregon
(
(Mr. Kenneth N. Fridley, Member
(Oregon State Highway Commission
(Post Office Box 46
(Wasco, Oregon
(
(Mr. David B. Simpson, Member
(Oregon State Highway Commission
(711 S. W. Alder Street
(Portland 5, Oregon
(
(Mr. Forrest Cooper, State Highway Engineer
(138 State Highway Building
(Salem, Oregon D S Paxson

Hon. Robert D. Holmes
2610 S. W. Vista Avenue
Portland, Oregon

*Mr. B. M. French, Regional Engineer
Bureau of Public Roads
Portland, Oregon

Mr. Alfred W. Parsons, Division Engineer
Bureau of Public Roads
Salem, Oregon

*No reply received

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6124

Salem, Oregon
July 24, 1962

Ground-Breaking Ceremony
Astoria Bridge

Mr. Victor D. Wolfe
Administrative Assistant
OFFICE

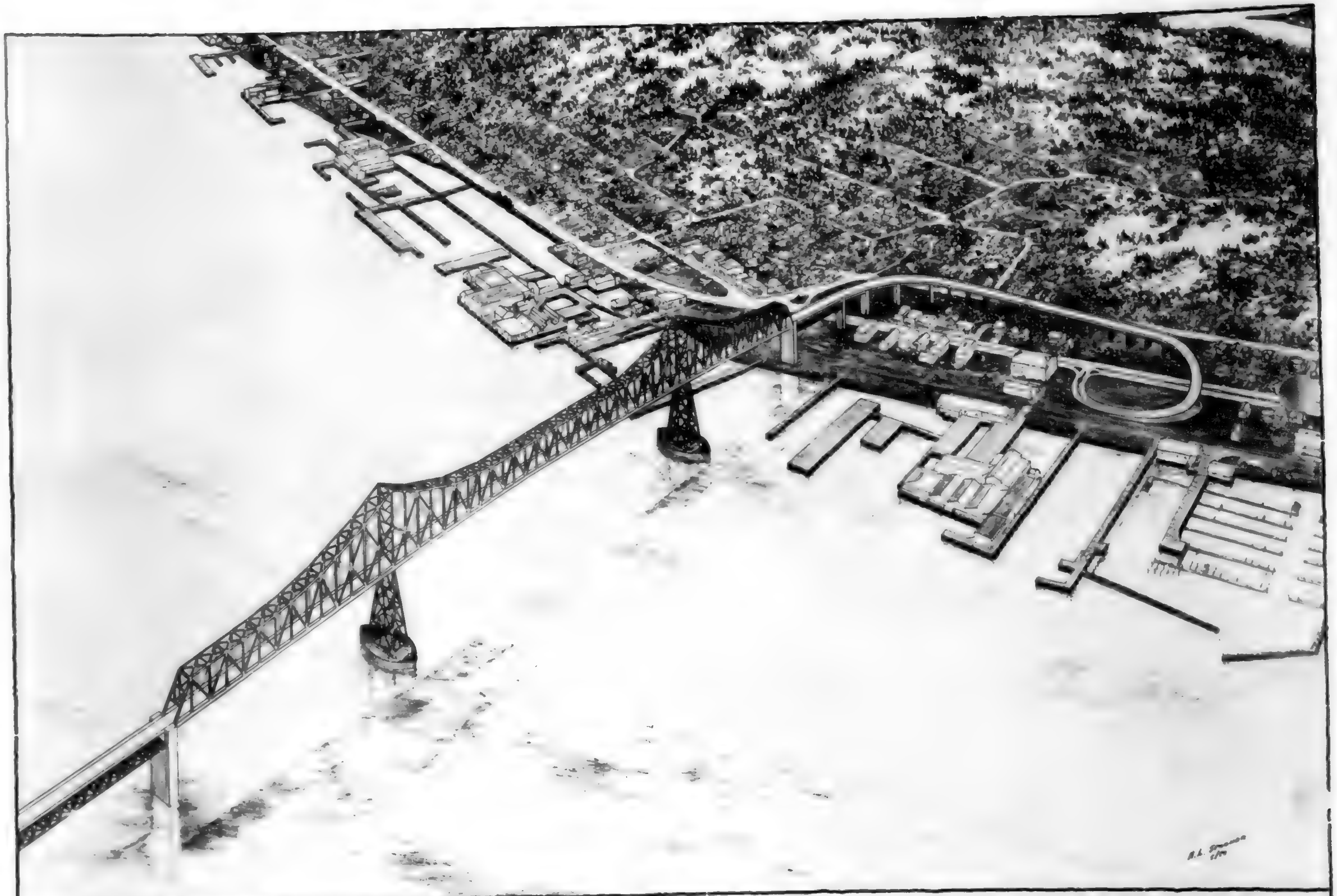
In the preparation of data for the ground-breaking ceremony at Astoria, please go into considerable detail in the area of a cost breakdown, such as the amount spent for labor, the amount for materials, et cetera.

Mr. Jackson wishes to have something in the nature of a memento of the occasion to give to the Governor and I suppose that it would be appropriate to make such a presentation to the Governor of Washington.

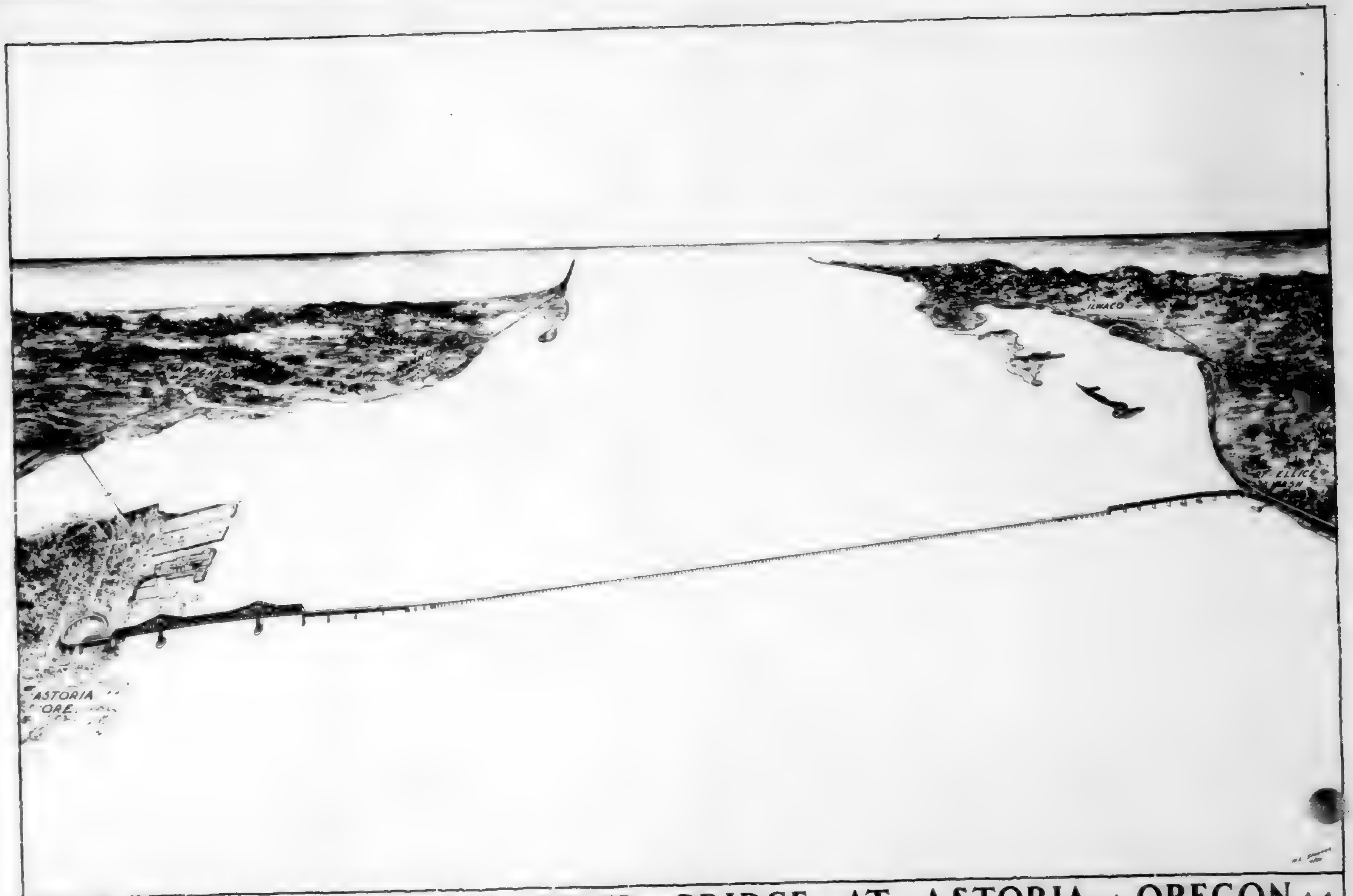
Forrest Cooper
State Highway Engineer

FC:fn

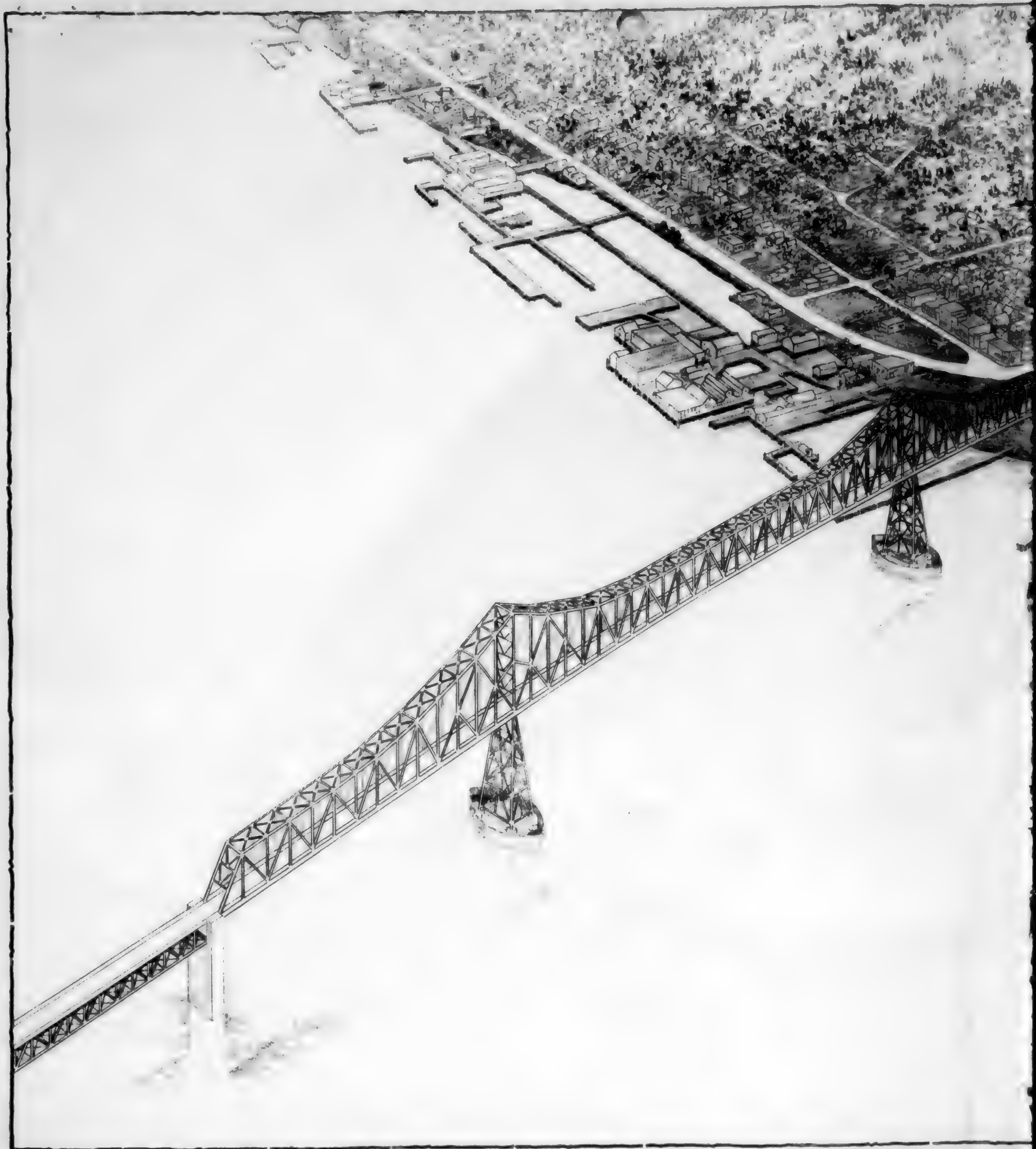
cc G. S. Paxson



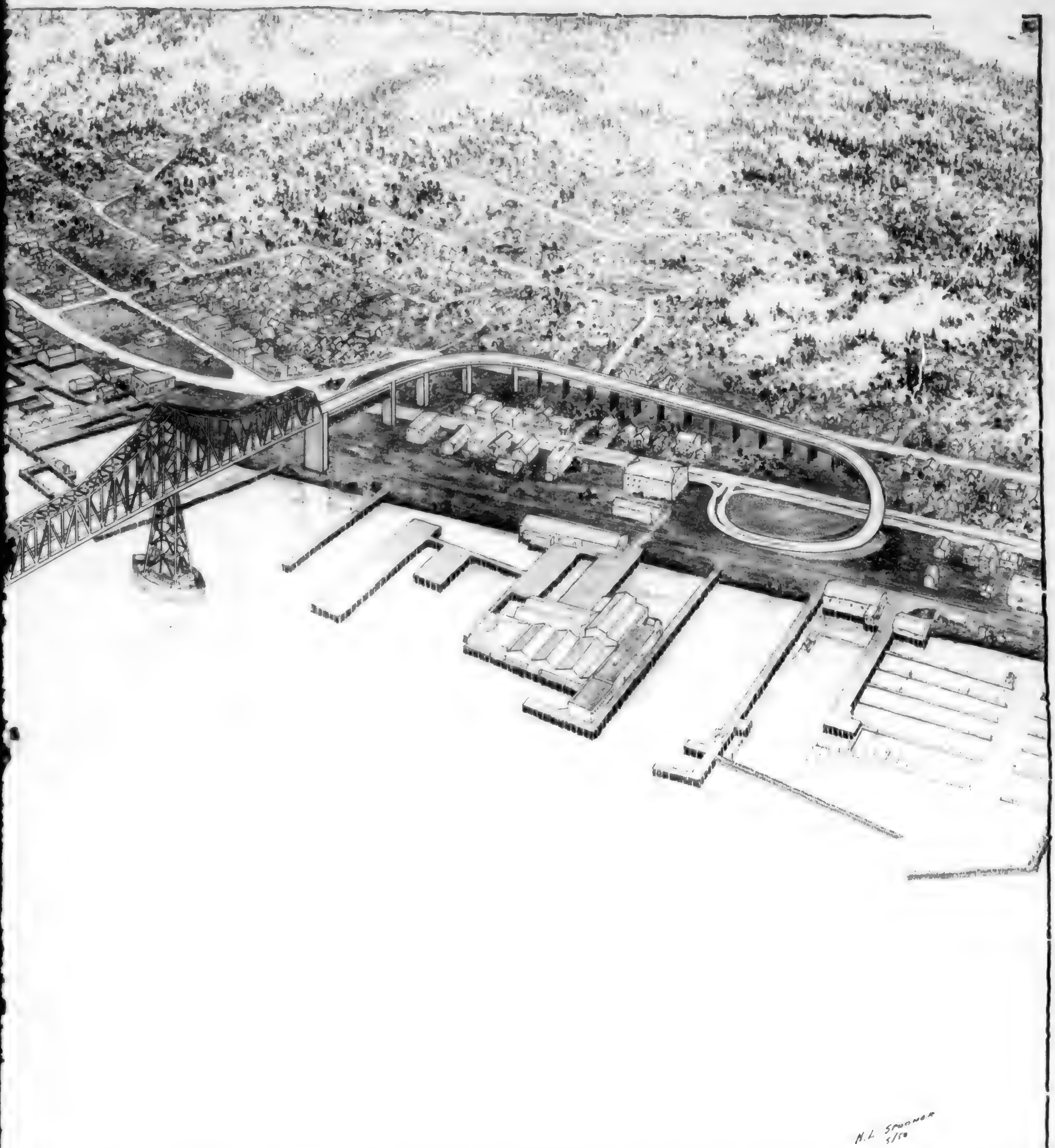
· · ASTORIA · BRIDGE - MAIN · CHANNEL · CROSSING · ·



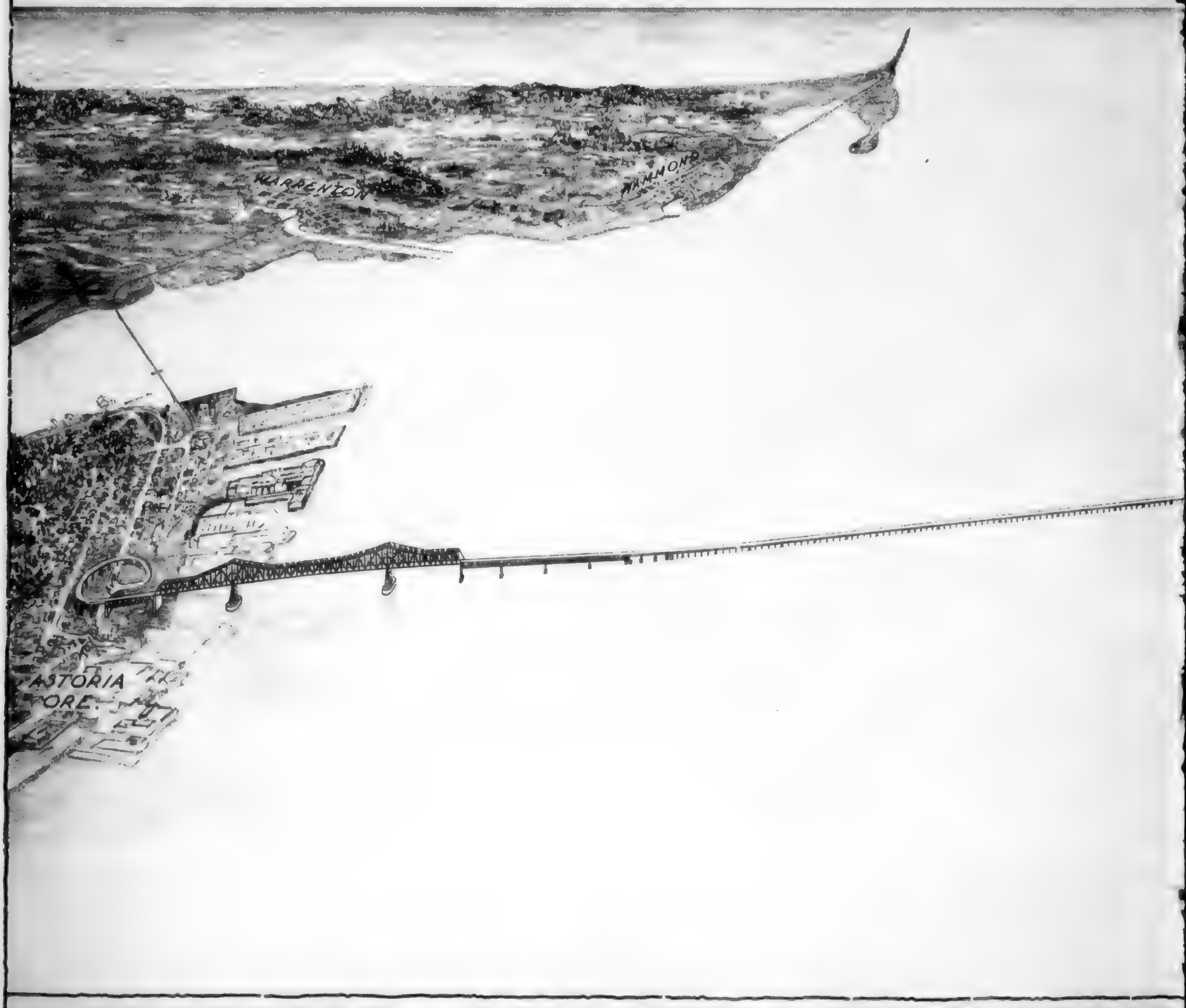
·· PROPOSED · COLUMBIA · RIVER · BRIDGE · AT · ASTORIA, · OREGON ··



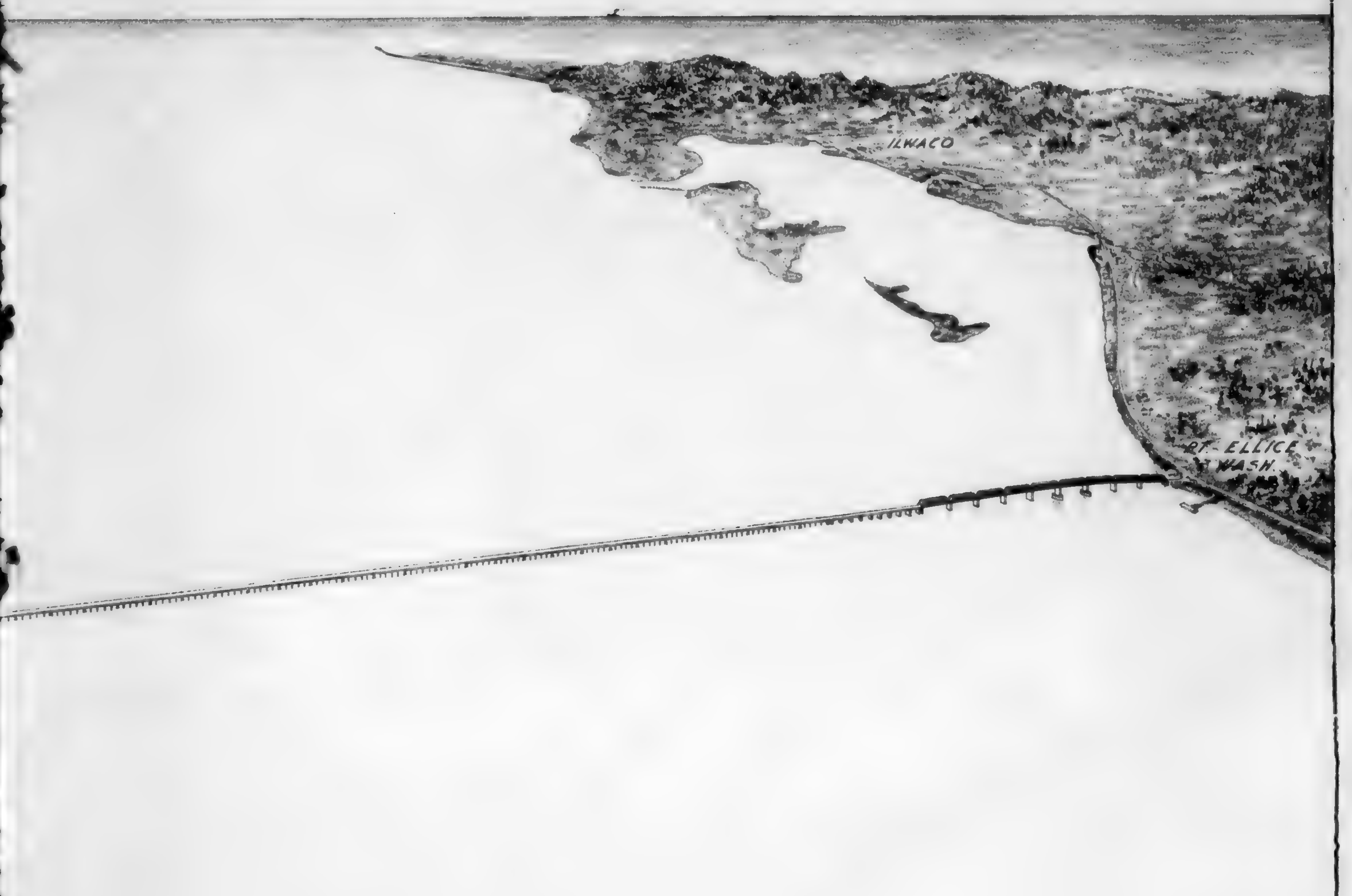
· · ASTORIA · BRIDGE ~ MAIN · C



MAIN · CHANNEL · CROSSING · ·



· · PROPOSED · COLUMBIA · RIVER · BRID



R · BRIDGE · AT · ASTORIA, · OREGON · ·

Salem, Oregon
July 23, 1962

Columbia River Bridge at
Astoria - Ground-breaking
Ceremonies

Mr. Forrest Cooper
State Highway Engineer

On Thursday, July 19, accompanied by Raymond Asburry, Assistant Division Engineer, I met with Morris Johnson, Manager of the Astoria Chamber of Commerce, and the Chairman of the Astoria Chamber of Commerce Public Relations Committee.

It has been determined that Governor Hatfield and Governor Rosellini (if he accepts our invitation) will speak representing the executive branches of the two states. The Chairman of the Washington State Highway Commission will be invited to say a few words representing the Washington State Highway Commission.

Mayor Harry Steinbock, Astoria, will speak representing the governing bodies of Astoria, Warrenton, Hammond, Seaside, and Cannon Beach, in Oregon; and Ilwaco, Long Beach, Seaview, Chinook, Raymond, and South Bend, in Washington. The president of the Ilwaco Chamber of Commerce will be invited to speak representing the civic organizations of this same general area.

By agreement, these are the only persons invited to speak.

It is, of course, assumed that Mr. Jackson, being master of ceremonies, will include appropriate remarks representing the Oregon State Highway Commission.

Besides those already mentioned, Senator Dan Thiel, Representative W. H. Holmstrom, Senator Robert C. Bailey, and Representative Chet King of Washington will be invited to occupy a place on the dignitaries' platform; also, highway interim committees of both Oregon and Washington.

Also invited to be present on the official platform will be the entire Highway Commission of Washington (it is assumed that the other two members of the Oregon Highway Commission will endeavor to be present).

Continuing the list of dignitaries who will be invited to be on the platform to be introduced will be the county courts of Clatsop and Pacific Counties, the Mayors of the aforementioned cities, and Presidents of the respective civic groups of these cities. Toni Attro, Miss Astoria of 1962, will be invited to participate in the ceremonies.

Local civic groups are donating a gold plated or gilded shovel to be used in the ceremony, which will then have a place of honor in the Astoria museum.

Mr. DeLong of the DeLong Corporation this morning indicated they will have a large clamshell or like piece of equipment available to move a couple of large hunks of dirt at the ceremony. The ceremony will take place at the site of the most northerly Oregon side pier on land; specifically, the pier immediately north of the S. P. & S. railroad tracks. Maintenance forces are cleaning up the area, said work consisting of removing some road planking and a small amount of brush, erecting platform, et cetera.

Astoria police will handle all traffic problems including the escorting of the Governor's car from the southwesterly city limits to the ceremonial area.

Local civic clubs have set up a no host dinner at 7 p.m., Pacific daylight time, at the Astoria High School. Members of the Oregon State Highway Commission and the Chief Engineer will receive personal invitations from the local groups to attend this dinner, with a ticket enclosed.

I am having prepared background information for the use of both Governor Hatfield and Chairman Jackson. I will keep you up to date as plans progress.

It would be well if you could advise me as to the wishes of yourself and the Highway Commission pertaining to overnight accommodations in Astoria the night of the 11th should any of you wish to stay over. This particular item should not be delayed too long.

Victor D. Wolfe
Administrative Assistant

VDW:mc

cc G. S. Paxson

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July 18 1962

Oregon State Highway Commission

Gentlemen:

I write this as an advance notice on the Astoria Bridge ground-breaking ceremonies.

At the Governor's request, this is to be held in Astoria on Saturday August 11 at 3:30 p.m. The Governor has indicated his desire to be at the ceremony and has picked this date as the only one readily available.

More detailed information will be furnished at a later date, however I felt that I should notify you promptly so that you would be advised of the date.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc Floyd Query
G. S. Paxson
Victor D. Wolfe

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JUL 19 1962
FOR FILING

6124

July 17, 1962

Mr. Warne Nunn
Executive Assistant
Executive Department
Capitol Building
Salem, Oregon

Dear Mr. Nunn:

Re: Ground-breaking Ceremonies, Astoria Bridge

I have this date discussed the ground-breaking ceremonies in considerable detail with Mrs. Siegmund of your office. I was advised that invitations should be handled in the following manner:

The Oregon State Highway Commission should invite Governor Hatfield, Governor Rosellini, Legislative Highway Interim Committees of both Oregon and Washington, local legislators of both States, the Washington Highway Commission, and the Washington State Highway Engineer.

The ground-breaking ceremonies have been set for August 11 at 3:30 p.m., daylight saving time. I will advise your office as soon as I know as to the possibility of a no-host dinner the same evening in conjunction with the ground-breaking ceremony.

Finally, I was advised that the Highway Commission should set up the entire program.

If Governor Hatfield has any further instructions or any changes in this procedure as outlined, would you please advise.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mm

cc Forrest Cooper

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6124

Salem, Oregon
March 9, 1962

Ground Breaking Ceremony
Astoria Bridge

Mr. Paxson

I have received some intelligence that it would be appreciated if we had a ground breaking ceremony at the start of construction of the Astoria Bridge. If such an arrangement can be worked out, Governor Hatfield would appreciate being called as the principal speaker.

Please discuss this matter with me and take whatever steps that are necessary to see that this is not overlooked.

Forrest Cooper
State Highway Engineer

FC:fn

[illegible]
[illegible] 29
[illegible] - [illegible] 27
July 10

U-F-003- Col. River Bridge, Astoria-Pt. 1969
1(14) Ellice, Wash., US 101 (Substruct.
#6124 Steel Spans)

CONFIDENTIAL

6144

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

RECEIVED
STATE HWY ENGR
APR 29 '74
REFER TO
FOR
Info Inves R/D D/R Sign Act File

April 26, 1974

Mr. F. B. Klaboe
Administrator and State Highway Engineer
140 State Highway Building
Salem, OR 97310

NOTED
E. S. HUNTER

Re: DeLong Corporation v. Honorable Lee Johnson
Civil No. 73-20 (L-4904-F)

Dear Mr. Klaboe

I am pleased to announce another "small step" toward the conclusion of the Astoria bridge related litigation. I have just received an order from the Ninth Circuit, U. S. Court of Appeals, that dismissed DeLong's appeal from Judge Burns' Order dismissing the above mentioned case for lack of federal jurisdiction under the XIth Amendment. You will recall that this was the collateral suit in federal court to set aside our state court judgment against DeLong. This order concludes that facet of the Astoria bridge litigation.

Sincerely

NOTED
F. B. KLABOE

NOTED
A. E. JOHNSON

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

ksb

cc: Honorable Lee Johnson, Attorney General
Mr. John Leahy, Chief Trial Counsel
Mr. Walter L. Barrie, Assistant Attorney General
Mr. Walter Hart, Bridge Engineer
Mr. Robert Ellison, Bridge Administration Engineer

RECEIVED
APR 30 1974
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

5

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
106 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

#6124

NOTED
[illegible]

RECEIVED
STATE HWY ENGR
DEC 14 '73
REFER TO
689
FOR
Info ✓
Inves

December 13, 1973

Mr. F. B. Klaboe
Administrator of Highways
Highway Building
Salem, OR 97310

Re: DeLONG CORPORATION, ET AL. V. LEE JOHNSON
Civil Action No. 73-20 (L-4904-F)

NOTED
A. E. JOHNSON

Dear Mr. Klaboe

As you know, the above-mentioned case is a proceeding in equity filed in the U. S. District Court to set aside the state's judgment obtained in Highway Commission v. DeLong and Travelers. As previously reported, U. S. District Judge James M. Burns recently dismissed this case on our motion based on the state's immunity from suit under the 11th amendment, U. S. Constitution.

We received, yesterday, a notice of appeal whereby DeLong and Travelers are appealing the dismissal of this case to the Court of Appeals for the Ninth Circuit. As I mentioned to you previously, I am quite confident that the Court of Appeals will affirm the order of dismissal.

Sincerely

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

sd

cc: Honorable Lee Johnson
John Leahy
Walter L. Barrie
Walter J. Hart

5

LEE JOHNSON
ATTORNEY GENERAL

JAMES W. DURHAM
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
108 STATE OFFICE BUILDING
SALEM, OREGON 97310
TELEPHONE: (503) 378-6313

#6124
UF ([illegible]3-1114)

RECEIVED
STATE HWY ENGR
OCT 17 '73
REFER TO
FOR
Info Inves R/D D/R Sign Act File

October 16, 1973

Mr. F. B. Klaboe
Administrator of Highways
State Highway Building
Salem, OR 97310

Re: DeLong Corporation et al, vs. Honorable Lee Johnson
Case No. 73-20

[illegible]

Dear Mr. Klaboe

I am pleased to advise you that the above-mentioned case was dismissed on our motion yesterday by order of Honorable James M. Burns, U.S. District Judge. You will recall that DeLong and Travelers filed the above case in connection with their delaying tactic to prevent the State from executing on its state court judgment. You will also recall that DeLong-Travelers came to "the end of the line" last June when we received payment of $4,036,540.80 on our judgment.

Thereafter, we filed a motion to dismiss the above case on the grounds that it was barred by the Eleventh Amendment to the United States Constitution. After about three months involving the filing of lengthy memoranda, our motion came on for argument yesterday. After oral arguments, Judge Burns ruled for us.

Upon receipt of the proceeds from our judgment, the funds were placed in a contingent account pending disposition of this case and further consideration of when the funds could be expended. In my opinion, it is no longer necessary to maintain reserve funds in connection with the proceedings. Although DeLong-Travelers still have the option of appealing the order of dismissal to the U.S. Court of Appeals, their chance of success is so remote, that it is almost nonexistent. If they do appeal, it could take a year or more to conclude the issue.

A.C. [illegible]
cy Skoog

NOTED
E. S. HUNTER

cc Young
10-22-73

NOTED
[illegible]. E. JOHNSON

In conclusion, as stated above, my opinion is that we can now spend our $4,000,000 to build or maintain some highway.

Sincerely

Les Hampton

Leslie B. Hampton
Assistant Chief Trial Counsel

mjg
cc: Honorable Lee Johnson
George M. Baldwin
John Leahy
Walter L. Barrie

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6124
U.F 003-1(14)

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

Noted
GEORGE M. BALDWIN

April 27, 1973

To: Leslie B. Hampton
Assistant Attorney General
Trial Division
Oregon Department of Justice
100 State Office Building
Salem, OR 97310

From: Bob Schuler-Assistant Controller

Approved: Vernon E. Skoog-Controller

-#6121

Re: DeLong Corporation, Case 50-323, Declaratory Judgment

The following data is submitted pursuant your verbal request yesterday for a recapitulation of the interest and amounts currently due on this account.

I. Interest bearing judgment	(A)		$1,719,864.19
Interest accumulated to 5-23-69	(B)		355,207.65
Non-interest bearing judgment	(C)		952,000.00
Attorney fees	(D)		250,000.00
Costs	(E)		1,951.09
Balance			$3,279,022.93
Interest accrued:			
5-24-69 to 6-30-69		$ 20,470.47	
7- 1-69 to 4- 1-73		753,627.73	
4- 1-73 to 4-27-73		14,006.11	
Item (E) for 1,434 days		459.92	788,564.23
Balance			$4,067,587.16
Additional judgment:			
Attorney fees	(F)	$ 45,000.00	
Costs	(G)	1,612.89	
Interest for 4 days		30.65	46,643.54
Balance due and payable April 27, 1973			$4,114,230.70

II. The interest computation base as of April 27, 1973, consists of items A, B, C, D, E, F, G in Section I above with a summation total of $3,325,635.82. This figure is exclusive of all previous interest amounts.

III. Daily interest computation rates in effect as of 4-27-73:

Items A, B, C, D, E	($3,279,022.93)	Rate of	$539.0175
Items F, G	($ 46,612.89)	Rate of	7.6624
Composite daily rate of interest			$546.6799

IV. Yearly interest based on the above will amount to $199,538.16

V. In computing interest a reference year of 365 days has been used with the interest rate of six percent to develop an interest factor for one day of .00016438356. All computations have been made at simple interest.

RAS:bl

cc: George M. Baldwin
F. B. Klaboe
A. E. Johnson

RECEIVED
APR 27 1973
OFFICE OF
ADMINISTRATOR OF HIGHWAYS

RECEIVED

DEPARTMENT OF JUSTICE

Memorandum

TO: MEMORANDUM TO THE FILE

6154

FROM: L. I. Lindas Lindas

DATE: June 15, 1972

REFERRED 6-15-72
TO Klaboe
FOR your info
LEONARD I. LINDAS

SUBJECT: State v. DeLong - L-4904

At 2:30 pm, Wednesday, June 14, 1972, the writer and George Rhoten met with Dean Petit, of Travellers Insurance Company, and Arden Shenker, the latter's counsel, in the office of Glenn Jackson, Chairman of the Oregon Highway Commission.

The subject discussed related to the case of State v. DeLong, the status of which has been resolved in favor of the State of Oregon by both the Circuit Court and Court of Appeals.

Mr. Shenker, after first stating his client would like to reach a settlement of the matter without the need of further litigation, proposed that the Commission should consider the reduction of the present judgment.(now in excess of $3,400,000, including interest).

Mr. Shenker had in mind the waiver by the Commission of the item of liquidated damages of $952,000 plus the interest thereon.

Mr. Jackson informed Mr. Shenker it was impossible for the Commission to consider this proposal since two Courts of the State have affirmed this money was due and owing the State of Oregon; that the funds involved were public funds; and it was their duty to conserve the same, not to waive the collection thereof.

After remarking that perhaps they were a little late in their efforts to effectuate a settlement, the meeting came to a close. (Note: Mr. Geo. Mead, of counsel for DeLong, was informed of the time and place of the above meeting, but did not attend.)

LIL:hg

NOTED
F. B. KLABOE

RECEIVED
JUN 16 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 15 1972
FOR FILING

[illegible]

~~A. E. Johnson~~
genl files

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

DATE June 8, 1972

TO Memorandum to the File

FROM R.W. Ellison
R. W. Ellison
Bridge Administration Engineer

NOTED
A. E. JOHNSON

SUBJECT Astoria Bridge Substructure
Contract 6124
DeLong Litigation

On June 3, 1972, Mr. Larry Peterson, one of the inspectors on the work performed by the DeLong Corporation on the Astoria Bridge, called me at home, collect, regarding current litigation on the project.

Mr. Peterson is no longer an employee of the Oregon State Highway Division. He is presently employed as Assistant Manager for the Barbey Packing Corporation in Astoria.

The essence of his phone call was that Congressman Wendell Wyatt, who is a personal friend of Mr. Peterson, had called him and asked him to talk to a lawyer from New York representing the DeLong Corporation on the subject of his activities while working for the State of Oregon as an inspector on the DeLong portion of the construction of the Astoria Bridge.

Mr. Peterson felt that he could hardly refuse Congressman Wyatt's request and asked me how he should handle the interview. I informed him that it was my opinion that he should answer the man's questions in a truthful manner and not be afraid to tell the attorney that he couldn't remember, if that should be the case, and that he should not give them answers that he was not sure were correct. I further told him that I would try to check with our attornies and call him back before the interview, which was scheduled for approximately one hour from the time of Mr. Peterson's call.

I attempted to call Leonard Lindas at his home, but received no answer. I called Mr. George Rhoten at his home and explained the situation. He indicated that the advice I had given to Mr. Peterson was correct, and that we would appreciate information from Mr. Peterson after the interview regarding subject of same. He also recommended that I offer to pay any expenses which Mr. Peterson may incur regarding this matter.

I immediately phoned Mr. Peterson and informed him that I had contacted our attorney and that I would appreciate a call from him after the interview regarding the subject matter of the interview. I also informed him that we would reimburse him for any expenses incurred. It was his opinion that he would have no expenses.

At approximately 3 p.m. Mr. Peterson called me, collect, regarding the subject matter of the interview. The interview was conducted by a lawyer from New York by the name of Chatlie or Chastlie or Chastie. Mr. Peterson was not certain as to the name. Congressman Wyatt was present during the interview but remained silent. The interview lasted approximately one hour and fifteen minutes.

Evidently considerable time was spent reviewing Mr. Peterson's educational background, his schooling, and work since the Astoria project. Mr. Peterson was of the opinion that the lawyer was attempting to establish some sort of grounds that Mr. Peterson was incompetent, inexperienced and lacking in education at the time that he was working as a state inspector. This line of questioning evidently made Mr. Peterson somewhat mad.

The rest of the questioning centered around the work of pouring the concrete seals at Pier 169. Mr. Peterson was questioned as to how he knew whether or not there was a prime in the tremie pipe and how he knew whether or not this prime had been lost. Mr. Peterson explained to them the procedure used for determining the status of the prime. The lawyer questioned him as to how the concrete was placed and the rate of pour. He also asked if Mr. Peterson had an opinion as to why the seals were faulty. Mr. Peterson indicated the reasons were the slow rate of pour, the lack of use of a sufficient number of tremie pipes, and the fact that the concrete had to flow for a long distance under water. He further stated that the rate of pour should have been approximately 120 cubic yards per hour instead of the slow rate actually accomplished.

The lawyer had copies of Mr. Peterson's diaries and asked about certain entries regarding the pier pours. He was asked if he had been instructed to make specific after the fact entries and whether or not Mr. Ellison or Mr. Poole had made entries in his diaries over the signature of Mr. Peterson. Mr. Peterson said he informed the lawyer that he had not been requested to make the after the fact entries. He reviewed the entries in question and informed the lawyer that they were in fact entries made by him and not entries made by someone else using his name. He further stated that if he remembered something that happened a few days after its occurrence, he would make a late diary entry and date it the day it was actually made. He informed the lawyer that this was standard practice throughout the life of the project.

The lawyer also asked, if after the seals were determined to be faulty, the members of the state resident engineer's crew were called together to fix up the diaries to make additional entries and in general to build a case in favor of the state. Mr. Peterson told him this was not true.

The lawyer asked if he knew about the trial at the time it was being held and why he was not at the trial. Mr. Peterson stated that he had been informed of the trial by Mr. Ellison and was asked if he could appear as a witness. However, he was never called.

He said that at the end of the interview the lawyer said to Congressman Wyatt "Well, that shoots our case".

RWE/ag
cc Mr. George Rhoten
L. Lindas
A. E. Johnson

cc A. A. Rear

RECEIVED
JUN 9 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 27 1970

FORM E-30 (12-67)

11-F-113 1(4)
6124

NOA

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 24, 1969

SUBJECT: State of Oregon vs.
DeLong Corp.
L-4904

To: Mr. Floyd Query
Secretary

Building

Enclosed is a copy of my letter to the Oregon State Highway Commission under date of December 23, 1969 with reference to Mr. George Rhoten's final bill for services in connection with preparation and trial of the above case.

As noted interim payments have been made and the final balance for payment at this time is $49,104.00.

I call this to your attention so that you can include the same in your minutes as having been approved as an NOA item for the December 23, 1969 Commission meeting.

G E Rohde
G. E. ROHDE
Chief Counsel

GER:hg

Enclosure

NOTED
FLOYD QUERY

1859

**OREGON STATE
HIGHWAY DIVISION**

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 23, 1969

Oregon State Highway Commission

Re: State of Oregon vs.
DeLong Corporation
L-4904
Case No. 59-323

Gentlemen:

I am now in receipt of Mr. George Rhoten's final billing for services in connection with preparation and trial of the above case. The billing totals $109,104.00, of which $60,000.00 has been paid on interim billings, leaving a balance of $49,104.00 for payment at this time. The above sum represents Mr. Rhoten's claim for the reasonable value of his services in connection with the case commencing in June of 1965 to date.

There were many appearances in the early stages on motions, demurrers and in resistance of efforts on the part of DeLong to have the case removed to Federal Court. Subsequently there were efforts to have the case removed to Clatsop and Multnomah Counties for trial. From November 1967, when discovery proceedings were commenced, through the actual trial, which started in March 1968, until it was ended in October 1969, Mr. Rhoten spent virtually full time on behalf of the State in this case. He testified in the court hearing to set attorneys fees that he kept records of his time. His records show 145.5 days of actual time in court and also 363.4 hours in part days over and above the days in court.

In determining the reasonable value of an attorney's services, some courts say that the time factor is less important than others such as:

1. Results obtained for the client.

2. Loss of opportunity of other remunerative services. In this case Mr. Rhoten was "tied down" for the better part of a year during which time there was

legal work he could not take because of his involvement in the DeLong case. Because of his appointment as a special assistant attorney general his firm could not take cases against the State of Oregon during this period of time. Salem being the center of State Government, the many State agencies generate considerable legal business for private firms. We have personal knowledge of at least two condemnation cases he had to refer to other firms.

3. Some other factors to be considered in determining a reasonable attorney fee are: novelty of the case, legal problems presented, the reputation and abilities of opposing counsel and the customary charges in the area for such services.

Considering all of the foregoing factors it appears the billing is reasonable and I recommend approval of its payment.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg

Porter

RECEIVED
MAR 14 1969

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

U.F-(63-1(W))

61-1/

March 7, 1969

Oregon State Highway Commission

Re: Report on Pending Cases
Confidential

Gentlemen:

The following is the status of some of the pending cases of interest to the Commission:

State of Oregon vs. DeLong Corporation, L-4904: It is, of course, anti-climatic to report on Judge Jones' decision, on January 31 in this case, which was rendered since the last Commission meeting. Since that date the plaintiff (State) has prepared a form of judgment and submitted the same to the Court. It, however, has not as yet been entered. Arguments have been held as to the form of the judgment, whether legal or equitable. DeLong's attorneys now claim it is equitable in nature, although during the trial they claimed that even though the State had brought a Declaratory Judgment action, it in fact was a legal action. The nature of the action and judgment is important in any appeal to the Supreme Court. If equitable in nature, the Supreme Court would consider the case "de novo"; that is, review all of the evidence. In other words it would re-try all of the facts. If legal in nature, the Supreme Court would only consider errors in law committed by the trial judge. Judge Jones indicated that he had during the trial stated numerous times he considered the case as being tried in law rather than equity.

Both sides have submitted proposed findings of fact and conclusions of law. The State's submission is very limited and was generally aimed at protecting the record and the written decision. DeLong has submitted some 190 different findings of fact and 10 conclusions of law wherein they claim the court erred in his decision. The court will, no doubt, set a time for hearing these matters at an early date. We do not anticipate any change of opinion on the part of the judge by reason thereof.

A hearing will also be held at which time the State will submit evidence (attorneys - as expert witnesses) as to the amount to be allowed as reasonable attorneys fees.

City of Maywood Park vs. State, L-5802: Chief Judge Dean Bryson of Multnomah County Circuit Court heard arguments on February 25, 1969 in this case. This is the case where the City has sought to enjoin the State from further proceeding with acquisition of right of way, planning or otherwise with the route of I-205 through its city limits.

A demurrer to the City's complaint was argued on the above date and briefs on the law were submitted. How the court will rule on the law cannot be said. He has the matter under advisement. It would be hard to predict how soon he will give his opinion as the statutes and principles are complex and there is a lack of specific previous decisions on similar statutes and facts involved.

State of Oregon vs. Tug "Go Getter", L-5163: As of February 25 we received a decision in this Bullard's Bridge damage case. Judge Soloman has had this matter under advisement since October, 1967 when the trial was concluded. In his opinion, Judge Soloman determined that the State should recover its damages. He has set March 12, 1969 for a pretrial conference on the amount of the damages and March 21, 1969 as the date for trial unless prior to that time the parties agree upon the amount of damages. There may be arguments as the defendants will raise the matter of betterments. In our claim for damages we have eliminated those items that in our opinion may be betterments. During the course of repair of the bridge, dolphins and fenders were added. No claim is being made for these costs.

The court has also held that the State was not entitled to attach the Olson tug, "Virginia Phillips", as a feature in obtaining jurisdiction over the defendant and as added security for its damages. The decision is based on the Court's finding that Olson had an agent in Oregon upon whom service could have been made. Based upon this finding there is a claim of $15,000.00 by Olson against the State for the rental value of the Tug's services during the time the Tug was tied up under the attachment. We will interpose a number of defenses to Olson's claim for damages including: State immunity to suit on such type of claim, no negligence nor bad faith on the part of the State and that the action was taken on advice of attorneys. These defenses, we feel, are entirely valid.

William C. Hay vs. State, L-5804: (Cannon Beach case) The defendants appeal brief has been filed and our office is engaged in preparing an answering brief. We expect to have it filed in the Supreme Court by March 25, 1969 in accordance with the time allowed by law. Neither side has requested court extensions. A great deal of extra work is required in preparation, since a considerable portion of the time will be taken in printing to comply with Supreme Court rules.

State vs. Fultz, L-5631: The Supreme Court granted Fultz an extension of time within which to perfect his appeal in the Neskowin Beach case until 90 days after the Supreme Court reaches its decision in the Hay case.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg

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AUG 5 - 1970
FOR FILE

Mr. Porter

FORM
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 24, 1968

Oregon State Highway Commission

Re: Report on Pending Cases
Confidential

Gentlemen:

A short report on pending cases presently being tried may be of interest to the Commission.

State of Oregon vs. DeLong Corporation, Travelers Indemnity Co., U. S. Steel Corp. and Raymond International, Inc., L-4904: As you know the trial of this case commenced in March and has been in progress, except for short recesses, continuously since that date. The State, as plaintiff, used a model maker to introduce the models as exhibits in the trial and then put on Mr. Ellison, the Project Engineer on the job.

Ellison's direct testimony was largely pointed at substantiating the reasons given in the letter of termination by the Commission to DeLong in April 1964. DeLong's attorneys have cross-examined him for some five weeks followed by further re-direct and re-cross examination. In all, he has been on the stand for over seven weeks. In the course of this time evidence has covered foundation, excavation, pile driving, scour, scour control, pouring of concrete, testing of the same and, in fact, almost every detail and conversation that took place during the time the contract was in progress.

The evidence is voluminous. There has been put in the record over 3500 pages of testimony and over 500 exhibits.

Mr. Ellison completed his testimony 2 days ago. It is the opinion of our attorneys that Mr. Ellison has made an exceptional witness. His testimony has been direct and straightforward. At no time has the severe cross-examination in any way caused him to become rattled or confused. We are certain that he has created a very good impression on the judge.

Next week will be a recess. Since there are two holidays during the week, in any event, no great time is lost. The judge had matters to which he had to give attention, as do attorneys on both sides. It is hoped the case will progress faster after it is resumed. However, it appears the DeLong attorneys will go into extended cross-examination of all of the State's witnesses and we do not know how many witnesses they will produce on their own. An early end to the case cannot be predicted.

State of Oregon vs. Lester E. Fultz and L-E-W Engineering, Inc., L-5631 and L-5676: The above case commenced on May 7, 1968, in the Circuit Court for Tillamook County and has continued up to and including May 23. To date the trial has involved only the State's case. The defense will commence with their witnesses on June 4.

During its case the State called 27 witnesses who testified as to their personal use as well as to other visible public use of South Beach Neskowin. The length of time covered by these witnesses extended for a period of from 5 to 78 years. After the State called this number of beach use witnesses the Court announced that the evidence was becoming cumulative and that it was not necessary for the State to call more use witnesses to convince the Court of the public use. Since subpoenas had already been served on another 20 witnesses, the testimony of these witnesses was read into the court record.

In addition to the above witnesses the State also called two geologists who testified that the defendant's erosion problem will not be solved by the revetment the defendant had planned on the beach. Also, an oceanographer testified that there is a reasonable probability that the completion of the defendant's project could cause sand erosion on the beach. State engineering employees also testified, including Mr. Cooper.

It is anticipated it will take at least one or two more weeks to conclude the case. At that time legal briefs will be filed and final arguments made to the Court. It is difficult, of course, to determine when the Court will reach its final decision. In any event the case is proceeding on schedule.

The number of private citizens who devoted their time to come to Tillamook and testify, without compensation other than a legal subpoena, has been most gratifying. There have been people from all walks of life, including a doctor, engineers, architects, an attorney, educators and housewives.

State of Oregon vs. Tug "Go Getter", L-5163: This is the case where we have sought to recover the cost of repair to the Bullard's Bridge damaged by the above-named tug. The case was tried in October and November of last year. Considerable time was required for the reporter to transcribe the evidence. Since then attorneys have filed briefs, the last of which was submitted recently. Judge Solomon will have to study the transcript and briefs and when we can expect a decision I cannot now predict.

I might add that the defendant's attorneys have raised a new theory of defense in their briefs, based upon a claimed violation of an Act of Congress entitled the "Truman-Hobbs Act". The purpose of this Act was to "update" bridges which became obsolete due to increasing demands of inter-state commerce and then provides a practical solution by requiring the bridge-owner to pay part of the "up dating" expense and the United States pays the remaining part of the expense.

Section 512 of the Act reads; "No bridge shall at any time unreasonably obstruct the free navigation of any navigable waters in the United States". The defendants claim the lack of fenders and dolphins created an obstruction to navigation. It is our contention that no civil remedy is given by this provision in the Act and that Congress alone can give such a remedy and such cannot be implied. A strong brief on this point has been submitted.

State of Oregon vs. United States of America, L-5477: This is the John Day River Bridge case. Progress is slow. The Court of Claims is not known for its speed. Some progress is being made, however. I have recently been informed that the Government's Auditor who was sent to Salem to audit the State's records with respect to the amounts claimed has made his report to the Court. It appears from his report that he has verified the State's accounts except for a minor sum of $194.31.

The information herein is confidential and I would respectfully request it not be given to the press or others.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg

Vern Skoog

RECEIVED
AUG 5 - 1970
FOR FILING
[illegible]
[illegible]

Columbia River Br. @ Astoria
Extra Costs Recoverable from DeLong Corp.

Work done by DeLong Corp. (See Sheet A)	$ 4,724,406 ok	
Work done by Raymond Int'l.	5,307,929	
Total cost of pier work	10,032,335 no	
Total cost, had DeLong completed piers	7,614,000	
Excess cost of pier work	2,418,335	
Monies withheld from DeLong (See Sheet A)	(-) 744,946 ok	
Total Additional Construction Costs		$ 1,673,389 ✓
Extra Work Costs:		
Rental of sheet piling (cofferdam @ pier 169) ✓	$ 49,449 ✓ DO	
Core drill at Piers 169 & 170 ✓ [illegible] - ?	18,688 DO Bill Hall	
U.S. Steel Corporation: -ok - ? (Price agreements for work accelerating bridge opening)	46,708 DO	
Pacific Concrete Company: Refinish handrail built by DeLong Corp. ✓ ok	4,173 DO	
Pomeroy-Gerwick, Inc.: ✓ Do Grind deck built by DeLong Corp.	8,283 DO ?	
Total Extra Work Costs		$ 127,301 ✓
Losses to the State:		
Liquidated damages	$ 330,000 ok	
? Recontracting costs Not	50,500	
Ferry operation do	462,603	
Loss of bridge tolls - Not	624,900	
Loss of Washington subsidy (Agreement 9-15-61)	250,000	
Total Losses to the State		$ 1,718,003
Contractors Claim:		
U.S.Steel Corp.	$ 1,048,686	
Legal fees	100,000	
Raymond International, Inc.	660,000	
Total Contractors Claims, Etc.		$ 1,808,686
TOTAL Costs Recoverable from DeLong Corp.		$ 5,327,379

why DeLongs [illegible]

Proof not up to specs

Hunter
R.M.Smith

4-2-64

THIS PROJECT IS IN LITIGATION. THE ABOVE INFORMATION IS TO BE CONSIDERED CONFIDENTIAL.

DeLong's Earnings & Withholdings
Col. R. Br. @ Astoria - Piers
Contract 6124

Earnings:

Total Contract items	$4,169,941.21 ✓	
Price agreements	49,255.90 ✓	
Extra Work Orders	162,434.03 ✓	
Additional structural steel in place	504.73	
Pile cut-offs retained by DeLong	(-) 80,612.00 ✓	
Material on hand (to be incorporated in structure)	260,286.69 ✓	
Rental allowance (forms, etc., left at jobsite)	162,596.00 ✓	
TOTAL EARNINGS		$4,724,406.56

Withholdings:

Liquidated damages 165 days @ $2000.00 per day	$ 330,000.00 ✓	
Earnings withheld	414,946.58 ✓	
TOTAL WITHHOLDINGS		$ 744,946.58

(Total previous payments to DeLong: ✓ $3,979,459.98) OK
744,946.58
$4,724,406.56 - Same as above

THIS PROJECT IS IN LITIGATION. THE ABOVE INFORMATION IS TO BE CONSIDERED CONFIDENTIAL.

Sheet A

ASTORIA TOLL BRIDGE
Estimated Revenues and Expenses
July 29, 1966 to July 28, 1967

Revenues	Traffic	Avg. Toll	Revenues
July 29, 1966 to May 31, 1967 1/	331,000	$1.61	$532,910
June 1, 1967 to July 28, 1967 2/	126,500	1.53	193,545
TOTAL	457,500	(1.59)	726,455

Expenses	
Toll Collection and administration	62,700
Pro-rata share of insurance premium	38,855
	$101,555

NET REVENUE	$624,900

1/ Actual revenue vehicles, July 29 - March 31. -- 267,013
Estimated April 25,500, May 38,500.

2/ Estimated revenue vehicles, June 54,500, July 1 - July 28, 72,000.

Schoener
5-1-67

RECEIVED
AUG 5 - 1970

DeLONG CORPORATION
STATEMENT OF PROFIT OR LOSS
AS OF MAY 31, 1966

Revenue			
Contract Revenue		4,457,734.75	
Contract Extra Work Orders		163,683.11	
Miscellaneous Revenue		296,689.16	
Disposal of Equipment		51,080.25	4,969,187.27
Expenses			
Contract - Direct - Shore Piers		744,474.59	
River Piers		4,873,489.27	
Work in Process		7,276.52	5,625,240.38
Net Operating Loss before Administrative and Overhead Expense			(656,053.11)
Administration and Overhead			
Administrative & Superintendents Salaries and Expense		300,565.39 ✓	
Office & Engineering Salaries and Expense		234,965.54 ✓	
Labor Relations Salaries and Expense		13,476.14	
Office Renovation - Astoria		3,623.96	
Office Rental and Operating Expense		11,729.65	
Office Supplies and Equipment Rental		47,510.41	
Telephone and Telegraph		19,580.32	
Freight Wharfage and Handling		59,522.85	
Safety, First Aid and Medical		3,354.53	
Auto and Truck Expense		10,585.71	
Payroll Taxes and Insurance		271,697.28 ✓	
State of Washington-Business & Occupation Tax		1,435.03	
State of Washington - Use Tax		6,180.25	
Health, Welfare and Pension Expense		84,918.95	
Insurance Expense		191,164.56	
Depreciation-Office Furniture & Equipment		5,359.88	
Autos and Trucks		13,503.39	
Construction Equipment		85,518.41	
Buildings, Decks and Dolphins		12,783.66 ✓	
Move in and Move out Expense		290,201.69 ✓	
Indirect Construction Costs		522,235.42 ✓	
Miscellaneous Expense		1,558.21	2,191,471.23
Net Contract Loss to 5/31/66			(2,847,524.34)
Deduct:			
Conversion of D-160 - Revenue	108,559.25		
- Expense	66,847.55	41,711.70	
Non-Contract - Revenue	1,073.621.72		
- Expense	431,751.35	641,870.37	683,582.07
Net Loss to 5/31/66			2,163,942.27

DELONG CORPORATION
ASTORIA - PT. ELLICE COLUMBIA RIVER BRIDGE
OREGON STATE HIGHWAY DEPARTMENT CONTRACT 6124
ASTORIA, OREGON

BALANCE SHEET
As of May 31, 1966

Assets			
Current Assets			
Cash - First National Bank - Field Account		3,753.67	
Cash - First National Bank - Payroll Account		500.00	
Petty Cash Fund		131.97	
Cash Deposits - Oregon Compensation Premium Deposit		45.00	
Accounts Receivable - Trade:			
Raymond International, Inc.		534,476.22	
Engineers Estimates		248,556.23	
Engineers Estimates Ret. %		393,401.65	
Employees		246.95	1,181,111.69
Prepaid Expense and Deferred Charges			
Prepaid Insurance		368.99	
Deferred Charges		500.00	868.99
Fixed Assets			
Office Furniture & Equipment	6,495.46		
Less Reserve for Depreciation	4,184.60	2,310.86	
Autos & Trucks	5,276.95		
Less Reserve for Depreciation	3,238.93	2,038.02	4,348.88
TOTAL ASSETS			1,186,329.56
Liabilities			
Current Liabilities			
Accounts Payable - Oregon Withholding Tax	174.70		
Oregon Unemployment Cont.	91.80		
Oregon Compensation Prem.	6.76		273.26
Capital			
Advances - DeLong Corporation, New York		3,349,998.57	
Deduct:			
Net Loss to May 31, 1966		(2,163,942.27)	1,186,056.30
TOTAL LIABILITIES AND CAPITAL			1,186,329.56

DELONG CORPORATION
ASTORIA, OREGON
ANALYSES OF REVENUE AND EXPENSE
AS OF May 31, 1966

Total Original Contract		7,868,033	
Adjustment to Contract by OSHD		194,686	
Adjusted Contract Price exclusing Extra Work Orders		7,673,347	
Cost to May 31, 1966			
Account 300	3,138,932		
Account 400	4,361,959		
Account 500	315,821	7,816,712	101.87%
Excess of Cost over Contract Funds		143,365	(1.87%)

ESTIMATE #17

Contract Revenue as Adjusted	7,673,347	100.00%
Contract Revenue to 5/31/66	4,457,735	58.09%
Unearned Contract Revenue	3,215,612	41.91%

RECONCILIATION WITH 5/31/66 STATEMENT

Accounts 300, 400 and 500		7,816,712	100.00%
Less Estimate No. 17 Revenue as adjusted		4,457,735	57.03%
Contract Loss to 5/31/66		3,358,977	42.97%
Deduct: Extra Work Order	163,693		
Miscellaneous Revenue	296,699		
Disposal of Equipment	51,060	511,462	6.54%
Net Contract Loss		2,847,525	36.43%
Deduct: Revenue - Drilling Barge D-160	108,559		
Less Conversion Costs	66,847	41,712	.5[illegible]
		2,805,813	35.9[illegible]
Deduct: Non-Contract Revenue	1,073,622		
Non-Contract Expense	431,751	641,871	8.2[illegible]
Net Loss - 5/31/66 Statement		2,163,942	27.6[illegible]

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Oregon State Highway Department
Astoria Bridge
Summary of Statement of Extra Costs Recoverable
From DeLong Corporation

Total Cost if DeLong Corporation had Completed Piers Actual Quantities Incorporated in Project[1]		$ 7,614,422.99
Actual Cost of Completed Piers:		
Work Preformed by DeLong Corporation (Schedule A-1a)	$4,724,406.56	
Work Preformed by Raymond International, Inc. (Schedule A-2)[1]	5,339,929.32	
Total Actual Costs		10,064,335.88
Total Additional Construction Costs		$ 2,449,912.89
Additional Costs to State:		
Rental of Steel Piling for Cofferdam (Schedule A-3)	$ 49,449.74	
Additional Costs to Accelerate Bridge Opening (Schedule A-6)	50,220.36	
Refinish Handrail Built by DeLong Corporation Pacific Concrete Company - Voucher 8983	4,151.23	
Grind Deck Built by DeLong Corporation Pomeroy - Gerwick, Inc. - Voucher 23036	8,283.31	
Recontracting Cost (Schedule A-5)	26,905.77	
Total Additional Costs to State		139,010.41
Losses by State:		
Liquidated Damages (165 days at $2,000.00 per day)	$ 330,000.00	
Loss on Ferry Operations (Schedule A-4)	436,204.49	
Loss of Bridge Toll Operations (Net)	708,058.00	
Loss of Washington State Subsidy	250,000.00	
Total Losses by State		1,724,262.49
Total Costs Recoverable from DeLong Corporation		$ 4,313,185.79
Less Amounts Withheld from DeLong Corporation		
Amount Retained on Contract No. 6124 (Schedule A-1)	$ 393,401.65	
Earnings on Estimate No. 15 Held by State	21,544.93	
Liquidated Damages Held by State	330,000.00	
Total Amount Withheld from DeLong Corporation		$ 744,946.58
Net Costs Recoverable from DeLong Corporation		$ 3,568,239.21

Oregon State Highway Department
Astoria Bridge
Summary of Statement of Extra Costs Recoverable from DeLong Corporation

FOOTNOTES:

[1] During performance of the Raymond contract certain extra work items were ordered and paid for. The actual cost of these items is included in the compilation of Total Cost if DeLong had completed, as well as in the compilation of work performed by Raymond, upon the assumption that if DeLong had completed, the same extras would have been required.

[2] This compilation does not include any amount for possible liability of U. S. Steel Corporation ($1,048,686 is the amount claimed by U. S. Steel) for damages allegedly sustained by reason of the delay in completion of the piers. Nor does it include any amount for possible liability to Raymond ($333,158.45 is the amount claimed by Raymond), arising from DeLong's breach of contract in failing to turn over to the State, the equipment and materials on the site at termination of the DeLong contract.

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6124
DeLong Corporation

Date	Estimate Number	Voucher Number	Warrant Number	Amount Paid	Amount Retained on Contract	Estimate Held	Contract Items	Price Agreemen
December 1962	No. 1	CV 33798	47807	$ 233,068.86	($ 25,896.54)	$ -	$ 44,595.00	$ -
January 1963	No. 2	CV 1928	67146	480,477.76	(53,386.42)	-	65,096.00	-
February "	No. 3	CV 4663	93004	221,170.23	(24,574.47)	-	125,626.50	483.
March "	No. 4	CV 7135	112353	390,168.01	(43,352.00)	-	290,377.00	-
April "	No. 5	CV 10595	139116	164,425.06	(18,269.45)	-	246,216.50	-
May "	No. 6	CV 13475	164866	100,015.07	(11,112.79)	-	123,039.50	-
June "	No. 7	CV 15834	184628	300,554.37	(33,394.93)	-	342,830.50	-
July "	No. 8	CV 3010	214448	411,998.15	(45,777.57)	-	670,439.40	-
August "	No. 9	CV 5597	234046	104,638.97	(11,626.55)	-	282,855.10	-
September "	No. 10	CV 8414	256953	210,181.95	(23,223.42)	-	318,939.75	-
October "	No. 11	CV 12070	290592	307,282.93	(31,213.49)	-	343,278.10	406
November "	No. 12	CV 14276	306874	362,767.42	(30,348.42)	-	313,876.65	-
December "	No. 13	CV 16658	329029	391,483.99	(41,225.60)	-	483,718.15	211
January 1964	No. 14	CV 19918	354120	301,227.21	-	-	278,062.00	-
Feb.-Apr. "	No. 15			-	-	21,544.93	240,991.06	48,155
TOTAL				$3,979,459.98	($393,401.65)	$21,544.93	$4,169,941.21	$49,255
				+	+	+		

= $4,724,406.56

Schedule A-1

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6124
DeLong Corporation

mount tained Contract	Estimate Held	Contract Items	Price Agreements	Extra Work Orders	Materials on Hand	Liquidated Damages	Adjustment Items
5,896.54)	$ -	$ 44,595.00	$ -	$ -	$214,370.40	$ -	$ -
3,386.42)	-	65,096.00	-	-	468,768.18	-	-
4,574.47)	-	125,626.50	483.00	-	119,635.20	-	-
3,352.00)	-	290,377.00	-	-	143,143.01	-	-
3,269.45)	-	246,216.50	-	-	(63,521.99)	-	-
,112.79)	-	123,039.50	-	-	(11,911.64)	-	-
,394.93)	-	342,830.50	-	-	(8,881.20)	-	-
5,777.57)	-	670,439.40	-	-	(212,663.68)	-	-
1,626.55)	-	282,855.10	-	-	(166,589.58)	-	-
3;223.42)	-	318,939.75	-	1,171.19	(86,705.57)	-	-
1,213.49)	-	343,278.10	406.00	26,361.49	(31,549.17)	-	-
0,348.42)	-	313,876.65	-	89,631.68	(10,392.49)	-	-
1,225.60)	-	483,718.15	211.50	4,854.99	(56,075.05)	-	-
-	-	278,062.00	-	41,330.81	(18,165.60)	-	-
-	21,544.93	240,991.06	48,155.40	(916.13)	143,421.87	(330,000.00)	(80,107.27)
,401.65)	$21,544.93	$4,169,941.21	$49,255.90	$162,434.03	$422,882.69	($330,000.00)	($80,107.27)
+	+					+	

4,406.56

Schedule A-1a

Oregon State Highway Department
Schedule of DeLong Corporation Earnings
Astoria Bridge - Contract No. 6124

Contract Items		$4,169,941.21
Price Agreements		49,255.90
Extra Work Orders		162,434.03
Adjustment Items:		
Pile Cut-offs Retained by DeLong	($ 80,612.00)	
Additional Structural Steel	504.73	(80,107.27)
Materials on Hand:		
Materials to be Incorporated in Structure	$260,286.69	
Rental Allowance (Forms, etc. left at job)	162,596.00	422,882.69
Total Earnings on Contract		$4,724,406.56

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6467
Raymond International, Inc.

Date	Estimate Number	Voucher Number	Warrant Number	Amount Paid	Amount Retained on Contract	Work Performed by	
						Total	Contract Items
Aug. 1964	No. 1	5401	507634	$ 11,745.00	($ 1,305.00)	$ 13,050.00	$ 13,050.00
Sept "	No. 2	8288	530568	178,689.27	(19,854.36)	198,543.63	198,543.63
Oct. "	No. 3	11418	556672	574,488.82	(63,829.64)	638,318.46	638,296.32
v. "	No. 4	13712	578829	291,144.33	(32,349.37)	323,493.70	321,476.50
Dec. "	No. 5	17502	609890	366,633.30	(40,737.03)	302,090.26	300,566.50
Jan. 1965	No. 6	20456	635904	188,944.45	(17,281.67)	206,226.12	172,450.00
Feb. "	No. 7	23203	657393	310,378.92	(33,603.60)	343,982.52	335,911.00
Mar. "	No. 8	25427	675944	259,453.69	(28,828.18)	288,281.87	288,034.55
April "	No. 9	29172	702738	577,471.52	(30,159.35)	607,630.87	607,041.90
May "	No. 10	32475	729328	638,709.97	-	638,709.97	622,439.76
June "	No. 11	35645	748199	501,114.52	-	501,114.52	489,998.06
July "	No. 12	2044	769676	602,720.42	-	602,720.42	600,526.71
Aug. "	No. 13	6616	803827	242,647.01	-	207,173.63	193,963.59
Sept.-Oct. '65	No. 14	12418	847904	21,062.83	-	76,492.75	85,846.00
Nov. 1965	No. 15	15585	878262	69,412.50	-	95,396.78	85,450.14
Dec. "	No. 16	17993	893734	9,356.05	-	9,680.05	1,440.00
Jan.-Feb. 1966	No. 17	23734	939804	3,691.50	-	3,691.50	-
Mar. 1966	No. 18	26316	962275	6,346.20	-	6,346.20	(1.80)
April "	No. 19	29908	987569	3,266.00	-	3,266.00	-
ug. "	No. 20	6874	101753	117,114.86	117,114.86	-	-
Sept. "	No. 21	8628	110898	7,807.76	(241.48)	14,122.80	14,122.80
Oct. "	No. 22	12970	143710	78,615.55	(2,431.41)	128,629.00	128,629.00
Nov. "	No. 23	16383	166972	73,172.59	(2,209.86)	110,080.75	106,355.00
Dec. "	No. 24	19980	195785	9,720.54	(271.04)	12,652.93	10,641.20
Dec. "	No. 25	25772	239137	2,800.37	1.05	2,799.32	(267.42)
Dec. "	No. 26	33596	304920	156,534.88	155,986.08	548.80	595.20
Dec. "	No. 27	33597	304921	4,886.47	-	4,886.47	-
TOTALS				$5,307,929.32	$ -	$5,339,929.32	$5,215,108.64

Schedule A-2

Oregon State Highway Department
Schedule of Contract Transactions
Astoria Bridge - Contract No. 6467
Raymond International, Inc.

	Amount Retained on Contract	Work Performed by Raymond International				Materials on Hand	Liquidated Damages
		Total	Contract Items	Price Agreement	Extra Work Orders		
.00	($ 1,305.00)	$ 13,050.00	$ 13,050.00	$ -	$ -	$ -	$ -
.27	(19,854.36)	198,543.63	198,543.63	-	-	-	-
.82	(63,829.64)	638,318.46	638,296.32	-	22.14	-	-
.33	(32,349.37)	323,493.70	321,476.50	2,017.20	-	-	-
.30	(40,737.03)	302,090.26	300,566.50	1,523.76	-	105,280.07	-
.45	(17,281.67)	206,226.12	172,450.00	366.72	33,409.40	-	-
.92	(33,603.60)	343,982.52	335,911.00	124.96	7,946.56	-	-
.69	(28,828.18)	288,281.87	288,034.55	247.32	-	-	-
.52	(30,159.35)	607,630.87	607,041.90	588.97	-	-	-
.97	-	638,709.97	622,439.76	-	16,270.21	-	-
.52	-	501,114.52	489,998.06	21.50	11,094.96	-	-
.42	-	602,720.42	600,526.71	-	2,193.71	-	-
.01	-	207,173.63	193,963.59	(1,243.31)	14,453.35	51,473.38	(16,000.00)
.83	-	76,492.75	85,846.00	(11,367.58)	2,014.33	(39,429.92)	(16,000.00)
.50	-	95,396.78	85,450.14	-	9,946.64	(25,984.28)	-
.05	-	9,680.05	1,440.00	8,145.00	95.05	(324.00)	-
.50	-	3,691.50	-	3,691.50	-	-	-
.20	-	6,346.20	(1.80)	6,348.00	-	-	-
.00	-	3,266.00	-	3,266.00	-	-	-
.86	117,114.86	-	-	-	-	-	-
.76	(241.48)	14,122.80	14,122.80	-	-	(6,073.56)	-
.55	(2,431.41)	128,629.00	128,629.00	-	-	(47,582.04)	-
.59	(2,209.86)	110,080.75	106,355.00	2,005.18	1,720.57	(34,698.30)	-
.54	(271.04)	12,652.93	10,641.20	1,055.00	956.73	(2,661.35)	-
.37	1.05	2,799.32	(267.42)	232.20	2,834.54	-	-
.88	155,986.08	548.80	595.20	(46.40)	-	-	-
.47	-	4,886.47	-	4,886.47	-	-	-
.32	$ -	$5,339,929.32	$5,215,108.64	$21,862.49	$102,958.19	$ -	($32,000.00)

Schedule A-3

Oregon State Highway Department
Astoria Bridge - Rental of Sheet Piling
Schnitzer Steel Products Co.

Date	Voucher Number	Warrant Number	Amount
December 1964	CV 16555	603650	$17,838.00
January 1965	CV 19181	635436	1,982.00
February "	CV 21218	644173	1,982.00
March "	CV 24067	667923	1,982.00
April "	CV 27112	689661	1,982.00
June "	CV 33354	734017	1,982.00
June "	CV 33906	738684	1,982.00
November "	CV 15064	872647	19,719.74
TOTAL COSTS			$49,449.74

Oregon State Highway Department
Astoria-Megler Ferry Service Operations
May 1, 1965 through July 28, 1966

Astoria Navigation Company - Contract No. 6111	$594,938.08	
Astoria Ferry Channel Dredging	27,635.81	
Salaries and Wages	123,251.63	
Utilities	3,138.80	
Repair and Maintenance of Landings	29,755.72	
Rental of Buildings and Equipment	844.65	
Repairs to Equipment	2,427.58	
Insurance	19,387.54	
Materials and Supplies	8,755.46	
Depreciation	17,983.00	
Total Costs		$828,118.27
Revenue:		
Rental Income and Sale of Materials	$ 851.00	
Ticket Sales	391,062.78	
Total Revenue		(391,913.78)
Operating Deficit		$436,204.49

Oregon State Highway Department
Astoria Bridge - Recontracting Costs
April 2, 1964 through July 13, 1964

	Total	Field Engineering	Bridge Design	Blue Printing
April 1964	$ 3,317.93	$ 1,852.08	$1,465.85	$ -
May "	7,972.45	5,071.26	2,879.83	21.36
June "	5,114.72	3,750.44	1,364.28	-
July "	7,671.33	5,991.33	1,614.00	66.00
August "	2,821.11	2,791.59	29.52	-
October "	8.23	8.23	-	-
TOTALS	$26,905.77	$19,464.93	$7,353.48	$87.36

Oregon State Highway Department
United States Steel Corporation
Additional Cost to Accelerate Bridge Opening

imate Number	Voucher Number	Date	Total Cost	Extra Work Order #3	Price Agreement #6	Price Agreement #7	Pric ment
29	C/V 9344 '66-'67	Sept. 1966	$ 3,999.71	$	$ 3,999.71	$	$
30	C/V 12977 '66-'67	Oct. 1966	9,543.07	9,543.07			
31	C/V 16918 '66-'67	Nov. 1966	7,635.50	5,859.98		1,775.52	
32	C/V 19763 '66-'67	Dec. 1966	22,869.20	10,746.84			1
33F	C/V 25252 '66-'67	Dec. 1966	722.88	722.88			
34PF	C/V 27780 '66-'67	Mar. 1967	5,450.00				
			$50,220.36	$26,872.77	$ 3,999.71	$ 1,775.52	$1

Schedule A-6

Oregon State Highway Department
United States Steel Corporation
Additional Cost to Accelerate Bridge Opening

Date	Total Cost	Extra Work Order #3	Price Agreement #6	Price Agreement #7	Price Agreement #10	Price Agreement #11
Sept. 1966	$ 3,999.71	$	$ 3,999.71	$	$	$
Oct. 1966	9,543.07	9,543.07				
Nov. 1966	7,635.50	5,859.98		1,775.52		
Dec. 1966	22,869.20	10,746.84			12,122.36	
Dec. 1966	722.88	722.88				
Mar. 1967	5,450.00					5,450.00
	$50,220.36	$26,872.77	$ 3,999.71	$ 1,775.52	$12,122.36	$ 5,450.00

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Astoria Bridge
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Total Additional Construction Costs		$ 2,449,912.89
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Grind Deck Built by DeLong Corporation Pomeroy - Gerwick, Inc. - Voucher 23036	8,283.31	
Recontracting Cost (Schedule A-5)	26,905.77	
Total Additional Costs to State		88,790.05 ~~139,010.41~~
~~Losses by State:~~		
~~Liquidated Damages (165 days at $2,000.00 per day)~~	~~$ 330,000.00~~	
~~Loss on Ferry Operations (Schedule A-4)~~	~~436,204.49~~	
~~Loss of Bridge Toll Operations (Net)~~	~~708,058.00~~	
~~Loss of Washington State Subsidy~~	~~250,000.00~~	
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Oregon State Highway Department
Astoria Bridge
Summary of Statement of Extra Costs Recoverable from DeLong Corporation

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U-F-003-1 1968
(14) "FORREST COOPER DEPOSITION"
#6124

In the COURT OF APPEALS of the STATE OF OREGON

STATE OF OREGON, by and through its State Highway Commission,

Plaintiff-Respondent,

vs.

DeLONG CORPORATION and TRAVELERS INDEMNITY COMPANY,

Defendants-Appellants.

RESPONDENT'S BRIEF AND SUPPLEMENTAL ABSTRACT and CROSS-APPELLANT'S BRIEF

Appeal from the Judgment of the Circuit Court for Marion County

The Honorable GEORGE A. JONES, Judge

LEE JOHNSON, Attorney General

JACOB B. TANZER, Solicitor General
First Floor, State Office Bldg.
Salem, Oregon 97310

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STATEMENT OF THE CASE

RESPONDENT'S BRIEF

STATEMENT OF THE CASE

Plaintiff disagrees in several respects with defendant's description of the Nature of the Action (App. Br. 75-77), and supplements that description as follows:

Plaintiff did *not*, as defendants indicate (App. Br. 75), contend that the breach by defendants consisted "solely" of their failure to remove and replace defective concrete foundation seals, nor did plaintiff abandon the other charges of breach in its opening statement, as defendants suggest (App. Br. 75, n.2). Of the eight specifications of breach of contract alleged by plaintiff (Supp. Ab. 151), seven may be summarized as either DeLong's failure and refusal to proceed with the remaining work, *including* the removal and replacement of the defective concrete seals at Pier 169, or failure to meet the specified completion dates.

It may be conceded that the eighth specification, i.e., the allegation in paragraph VII(4) of the Complaint (Supp. Ab. 151) that DeLong failed to make prompt payment for all materials and labor, was not heavily relied upon during the trial as a basis for termination of the contract. Even as to this, however, there was evidence that a lessor of equipment filed an action against DeLong for allegedly unpaid rent in November, 1963 (Ex. 414).

Although plaintiff's counsel spoke primarily of the matter of the defective seals as the reason for termination in his opening statement, this was not an abandonment of the other allegations of breach, since counsel undertook to describe the case only "in its broad outline," and to outline only the "essential and controlling facts" (Tr. 3, 4).

Also, in describing their contention vii (App. Br. 77), defendants charge plaintiff with "Failing to honor the agreements it made * * * *." This, presumably, was not intended to imply that plaintiff concedes it made the supposed agreements described therein. Plaintiff does not concede this or most of the other alleged facts assumed by defendants' contentions.

QUESTIONS PRESENTED

Plaintiff cannot accept defendants' statement of the issues (App. Br. 78-80) as accurately describing any questions properly before this Court. Each of defendants' so-called "Questions Presented" assumes as facts various contentions of the defendant which were not found to be facts by the trial Court, and which are contrary to the ultimate facts which the trial Court did find.

Plaintiff submits that the only legitimate issues defendants could raise are whether the facts found are sufficient to support the judgment, whether there is evidence to support the findings, and questions relating to admissibility of evidence (See Assignments of Error No. 2, 3, 4, 5), or to the relief granted (See Assignments of Error 9, 10, 11, 12 and 13).

STATEMENT OF FACTS

Defendants' "Statement of Facts" (App. Br. 80-150) is entirely superfluous, and bears no relationship to the facts found by the trial Court after weighing the mass of evidence introduced at this long and tedious trial.

It is superfluous, in that the so-called facts are, by and large, repetitions of defendants' contentions. If one has read defendants' opening statements (Tr. 31-68) and the findings proposed by defendants and rejected by the trial Court (Ab. 26-71), one is familiar with defendants' version of the facts.

As is more fully set out in subsequent portions of this brief, plaintiff believes that the trial Court's findings of fact are supported by evidence and are, in this case, conclusive. Hence, it is deemed unnecessary to burden this brief with a "jury argument" as to the effect of all of the evidence, or to launch an item-by-item attack on each of the contentions which defendants have had the courage to set forth as material facts.

Rather, it is deemed to be more appropriate and, hopefully, more helpful to this Court to outline so much of the evidence as is necessary to show that the trial Court's findings of fact are well-supported by the evidence, and to show the lack of foundation for a few of the more flagrantly unsupportable contentions which defendants have seen fit to include in their "Statement of Facts."

Reasons for Termination of Contract, and Propriety Thereof—Findings

After preliminary findings that the parties entered into a written contract (Exs. 1-5), and describing generally the work to be done thereunder, the trial Court found as follows:

> "In April, 1964, Plaintiff terminated Defendant's contract basically for the failure of Defendant to remove and replace the bad concrete seal at Pier 169 and to prosecute with vigor the balance of the work at hand, the Court hereby finds that said cancellation was valid and proper." (Ab. 22)

Defective Concrete Seals—Evidence

Apparently, defendants now concede that the concrete seals at Pier 169 were, in fact, defective (App. Br. 156). If there be any doubt on this score, plaintiff's witnesses testified at some length to this fact, and physical evidence, i.e., samples and photographs of the seal material, was received (Tr. 379-415; 3532-3615; 3799-3801; Ex. 129; 130; 131-150; 283-285; 286-321).

Colonel L. B. DeLong, president of DeLong Corporation (Ex. T-15, p.25), agreed in January, 1964 that the concrete was not acceptable (Tr. 4241; 4246; 4752), and so testified on deposition (Ex. T-15, p.131).

DeLong's Chief Engineer, Hans Wendel (Tr. 6633), conceded that from his observations the seal material did not correspond to specifications (Tr. 7235).

Wm. H. Meuser, presented by DeLong as an expert (Tr. 5438, 5439), saw some of the seal material and testified that he would not have accepted it either (Tr. 5498).

The State advised DeLong about the condition of the seals and demanded that they be removed and replaced, both orally (Tr. 4241; 4244, 4245) and in writing (Ex. 125-128; Tr. 384; 390-393).

Duty to Proceed—Evidence

DeLong agreed, as part of the contract, to immediately remove and replace any defective work (Ex. 4, p.6, art. 1.5.10).

It was agreed that time was of the essence, and that the scheduled completion dates were necessary for the orderly completion of the project (Ex. 3, p.39). Accordingly, the contractor was required to prosecute the work as vigorously and continuously as weather conditions permitted, from the time work was commenced until it was completed (Ex. 4, p.14, art. 1.8.2).

Failure to remove and replace defective seals, and to proceed with the work—Evidence

Wendel, DeLong's engineer, told the State's project engineer about February 14, 1964 that DeLong would not start the seal removal work for at least a week (Tr. 235, 236).

On February 18, 1964, DeLong filed a declaratory suit against the State in the U. S. District Court, from which it appeared that DeLong refused to continue work under the existing contract and plans (Ex. 153).①

Toward the end of the week ending February 22, 1964, Wendel said that, because the job was in litigation in Federal Court, DeLong would not be working at any locations other than where working that week; the work that week was on the shore spans, and at piers 5, 163, 164, 166 and 167 (Tr. 237-239).

The last work at Pier 169, where the defective seals had been poured, was on or about January 16, 1964; pumps were removed on January 24 and never returned there (Tr. 300).

At the time the contract was terminated, the scheduled completion dates for three of the four units had elapsed, but none of these units was then completed (Tr. 296-299; Ex. 3, p.2); none of the four units was ever completed by DeLong (Tr. 299, 300).

Wendel, DeLong's engineer, left the job in late February, 1964, and never returned except to pack up and move back to New York (Tr. 6912, 6913). The last entry in his diary② was on February 21, 1964 (Tr. 6913).

DeLong's pile-driving and work barges were permanently moved to Tongue Point on about February 27, 1964 (Tr. 548, 549).

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① That suit was eventually dismissed for lack of federal jurisdiction. 233 F Supp 7, aff'd 343 F2d 911, cert. den. 382 U. S. 877, 86 S.Ct. 161, 15 L.Ed2d 119.

② Wendel's diaries were marked for identification as exhibits 428-435, but were not received in evidence.

The contractor's payrolls showed a marked decline in expenditures for hourly paid labor after the seals were found to be unacceptable, about January 9, 1964. This decline is shown in graphic form on a chart received in evidence (Ex. 162; Tr. 550-557).

At a meeting between representatives of the Highway Department and DeLong's counsel on January 29, 1964, counsel requested that the contract be annulled or cancelled, and that the work proceed on a cost basis, and also requested that the matter be presented to the Highway Commission (Tr. 4961, 4962).

At the ensuing meeting with the Commission, on February 10, 1964, the contractor said that it could not carry on under the terms of the contract, and wanted at least Pier 169 to be removed from the contract and to proceed on a force account basis (Tr. 4939-4941; 7607). Wendel, who was present, finally, reluctantly, conceded that at that meeting DeLong refused to go ahead, at least at Pier 169, unless it was taken out of the contract and put on a force account basis (7279-7281).

On February 28, 1964, Colonel DeLong declared that they had "two or three weeks of piddling around before they were shut down completely." (Tr. 3802). From then on, work by DeLong was reduced to practically nothing, and in fact stopped for all practical purposes (Tr. 3802, 3803).

Termination Procedure—Evidence

The parties had agreed that, upon the engineer's certificate that sufficient cause existed, the Commission could terminate the contractor's employment for various reasons, including persistent or repeated refusal to supply enough workmen for efficient prosecution of the work, persistent disregard of the engineer's instructions, or other substantial violation of any provision of the contract; it was further agreed that, in addition, the Commission could cancel the contract for any willful failure or refusal of the contractor to faithfully perform the contract according to its terms and conditions (Ex. 4, p.16, art. 1.8.7).

On March 31, 1964, the State Highway Engineer certified to the Commission that sufficient cause existed for termination of the contractor's employment, in that the contractor had violated the provisions of the contract in several material respects, including substantial abandonment, as shown by recent, nearly total inactivity; persistent, repeated failure to supply enough workmen for efficient prosecution of the work; failure to remove and replace defective work; persistent disregard of the engineer's instructions to proceed; inability or unwillingness to proceed according to the terms of the contract, as shown in its proclamations in the Federal Court complaint; failure to vigorously prosecute the work; failure to complete Units 1, 2 and 3, and obvious inability to complete Unit 4, by the respective completion dates therefor (Ex. 18).

On April 2, 1964, a special meeting of the Highway Commission was held by conference telephone. On the telephones were the members of the Commission, the State Highway Engineer, the Chief Counsel, and the Secretary. The purpose was to consider what should be done concerning DeLong's failure to fulfill the terms of its contract. There was discussion as to the existence of cause for termination of the contract, procedure therefor, and alternate means of completing the project. A proposed letter of termination, addressed to the contractor and the surety was read and unanimously approved, and the Secretary was authorized to sign it on behalf of the Commission. This telephonic meeting lasted about half an hour, from 9 until 9:27 AM (Ex. 19, Tr. 4590-4593).

The letter authorized by the Commission was thereupon signed and mailed by the Secretary (Ex. 21). Defendants admitted receipt of the letter in their respective answers (Ab. 2, 7). This letter gave as reasons for the termination the same violations of the contract as were listed in the engineer's certificate (Ex. 21; 18).

At the next regular meeting of the Commission on April 23, 1964, the Commission confirmed the action taken at the special telephonic meeting of April 2, cancelling DeLong's contract (Ex. 20; Tr. 4593-4595).

In addition to the above-mentioned finding that the contract cancellation was valid and proper (Ab. 22), the trial Court specifically held that the Commission meeting and ratification at the time of cancellation was valid in all respects (Ab. 24).

Completion by Another Contractor, to Plaintiff's Damage—Findings

As to completion of the work, the trial Court found that:

> "The Plaintiff re-advertised and re-let the contract and the substructure work was subsequently completed by another contractor, to the Plaintiff's damage in the amount of $2.464,810.77, in the principal amount. This is to draw interest from the respective dates expended by the Plaintiff, as per Exhibit "E" attached to the Fifth Amended Complaint." (Ab. 22)

It is apparently not seriously disputed that the substructure or pier work was in fact let to another contractor, on competitive bidding, and completed by such means. (See App. Br. 138, 139). Defendants' contention that the completion plans and specifications were materially different from the DeLong plans and specifications (Asgmt. of Error 15-C, App. Br. 267, 268; 295-298) is factually unsound (infra, pp. 50-54). See also plaintiff's Supplemental Answer to Assignment of Error 15, infra, pp. 109-119). In any case, the fact of completion on competitive bids is supported by the evidence.

Completion by Another Contractor—Evidence

Following competitive bids, a contract was awarded on July 13, 1964, to Raymond International, Inc. for completion of the unfinished work under the DeLong contract (Tr. 496-498; 4634-4643). The Raymond contract and plans were received in evidence (Ex. 25, 26), as were the minutes of the Highway Commission meeting where the award was made (Ex. 411), and the letter of award (Ex. 412). The engineer's estimates (Ex. 167, 168) and pay vouchers (Ex. 35) establishing payment for the work done by Raymond were also received.

The bridge piers were actually completed by Raymond under the plans and specifications in evidence (Ex. 25, 26; Tr. 550).

Amount of Plaintiff's Damages—Evidence

Since arriving at the amount of damages in a case of this nature is, at best, an involved and somewhat tedious matter, plaintiff will first undertake to outline the method used, in general, and then refer to the specific testimony and documentary evidence involved.

The figure of $2,464,810.77, found by the Court, represents the additional costs incurred by the State in having others complete the work covered under the DeLong contract. These costs, and other items of damages claimed by the State are summarized in an overall statement prepared by C. H. Maison (Ex. 360; Tr. 3964-3967; 4102), the Highway Department Controller or Auditor (Tr. 3962, 3963).

The cost of the work actually performed by DeLong ($4,724,406.56) and the cost of the work done by Raymond ($5,339,929.32) were added together to arrive at the total Actual Cost of Completed Piers: $10,064,335.88.

From this total was subtracted what the total cost would have been if DeLong had completed the piers ($7,629,409.39), to arrive at the Additional Construction Costs on the principal contract for completion of the piers, amounting to $2,434,926.49.

Additional, incidental items paid to others than Raymond International and properly classified as Additional Construction Costs were the rental cost for steel sheet pilings left in place in the Pier 169 cofferdams when the DeLong contract was terminated, amounting to $49,449.74; the cost of refinishing handrails and other concrete work built by DeLong and left in an unacceptable condition, amounting to $4,151.23, and the cost of grinding and patching to the required tolerances a concrete deck built by DeLong, $8,283.31.

These four items added together total $2,496,810.77, which is $32,000 *more* than $2,464.810.77, found by the Court③ to be the amount of plaintiff's damage sustained through DeLong's breach and the necessary completion of the project by others:

Additional Costs From:

Raymond Contract	$2,434,926.49
Rental of Sheet Piling	49,449.74
Refinishing Handrails, etc	4,151.23
Grinding deck	8,283.31
	$2,496,810.77
Less credit for liquidated damages withheld from Raymond	32,000.00
	$2,464,810.77

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③ The $32,000 adjustment results from the fact that actual, cash payments to Raymond were $32,000 less than the total actually earned by that firm, by reason of a deduction of liquidated damages from its earnings, on account of late completion of the Raymond contract (See Ex. 35, Raymond payment vouchers, and Ex. 363, summary of payments, credits, etc., under the Raymond contract.) The effect of the adjustment, of course, is to avoid charging DeLong for delays by Raymond.

We pass now to a more detailed review of the specific evidence establishing the items involved in the above computation.

Total Cost of Work Done by DeLong—Evidence

During the period when DeLong was actively engaged in work on the project, the State's Project Engineer, Mr. Ellison, prepared monthly estimates, for progress payments, showing the quantities of various classes of work done, and its value at contract bid prices (Tr. 478, 479, Ex. 6). Monthly Contract Payment Vouchers, based on those estimates, were also received in evidence (Ex. 33, Tr. 479). These estimates and payment vouchers were for periods up through January 10, 1964 (Tr. 480, 485, 559).

Three additional monthly estimates were prepared in the field, but no payment was made on any of these (Tr. 559, 560).

After termination of the contract, the engineer computed the total quantities of the work actually done by DeLong, and prepared a final estimate showing these quantities, and their money value at unit bid prices (Ex. 163, Tr. 560, 561). Credit to DeLong was allowed for the value of tools and appliances brought to the job by DeLong, and subsequently used by Raymond in finishing the work (Tr. 569-571) in reasonable amounts aggregating $162,596 (Tr. 3092-3104), and also for the value of materials on hand, which were not yet incorporated into the structure at the time of termination (Tr. 571, 573).

Liquidated damages for delay up to the time of termination in the amount of $330,000 are charged in this computation (Tr. 574). After that deduction, the net figure arrived at for the amount earned by DeLong, as shown on Ex. 163, was $4,394,406.56 (Tr. 574). The $330,000 should be added back in to show the actual value, at contract prices, of work done by DeLong (Tr. 575), and this was done to arrive at the $4,724,406.56 shown in the overall summary (Ex. 360) for "Work Performed by DeLong Corporation." It may be noted that at about the time the contract was terminated, DeLong's estimate of what it had earned was, on most items, very close to the engineer's determinations in Ex. 163. (See Ex. 271, 273; Tr. 3118-3120; 3229-3257).

Total Cost of Work Performed By Raymond International, Inc.—Evidence

As noted above, the cost of the work done by Raymond in completing the piers was included in the determination of the actual cost of the completed piers. This cost of work done by Raymond was $5,339,929.32 (supra, p. 8; Ex. 360).

This figure was arrived at in much the same way as the cost of work performed by DeLong, as described above. Estimates (Ex. 167, 168) were prepared and payments made thereon as the work by Raymond progressed (Tr. 576; 603). Monthly estimates 1 through 20 were prepared by Mr. Ellison, and estimates 21 through 25 were prepared by his successor, Mr. Cunningham, after Ellison left Astoria (Tr. 604, 605). Estimates 26, the final estimate, and 27 a "post final" or adjustment estimate were prepared in Salem by Mr. Boehme, after final quantity checks, etc. (Tr. 605, 606).

Messrs. Cunningham (Tr. 3718) and Boehme (Tr. 3696) testified to the identity of those estimates prepared by each of them.

The Contract Payment Vouchers under the Raymond contract (Ex. 35), were based upon the above-described engineer's estimates (Tr. 3986). The payments to Raymond were summarized in a schedule prepared by Mr. Maison (Tr. 3989), the Highway Department Controller or Auditor (Tr. 3962, 3963). Ex. 363 is an accurate summary of what it purports to show, i.e., payments, credits, etc. for work done under the Raymond contract (Tr. 3989). The total payments actually made to Raymond were $5,307,929.32 (Tr. 3990; Ex. 363).④

Total Cost if DeLong Corporation had Completed the Piers—Evidence

The engineer also made a written determination of what the cost would have been if DeLong had completed its contract; essentially, this involved computing the value, at DeLong's bid prices, of the total quantities of work done by both DeLong and Raymond (Tr. 576-578; Ex. 164). The total figure initially so computed was

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④ The total *earned* by Raymond was $32,000 higher than the total payments to that firm, or $5,339,929.32. See Ex. 363, "Work Performed—Total" column. This higher figure was used on Ex. 360, the overall summary, but the appropriate reduction, to avoid charging DeLong for liquidated damages assessed against Raymond, was made by the Court in assessing damages. See explanation, supra, p. 8, n. 3.

$7,614,422.99 (Tr. 585). The inclusion of several relatively small additional items, which should have been included brought the total to $7,629,409.39 (See Ex. 164 Supp., p.6A to Ex. 164, Tr. 2579-2582). This adjusted figure, $7,629,409.39 appears in the overall summary (Ex. 360) as "Total Cost if DeLong Corporation had Completed Piers—Actual Quantities Incorporated in Project." The difference between this "Total Cost if DeLong . . . had Completed", and the Cost of work actually performed by DeLong, is $2,905,002.83. This balance would be what is sometimes referred to as the "unpaid contract price," or by some similar designation. The amount claimed as "additional construction costs" under the Raymond contract ($2,434,926.49 on Ex. 360) and used in the computation of damages allowed by the Court (Supra, p. 8), is the difference between this "unpaid contract price" and the cost of the work done by Raymond:

Cost of Work Done by Raymond	5,339,929.32
Less Unpaid Contract Price	—2,905,002.83
Additional Construction Cost	2,434,926.49

Rental Cost for Steel Sheet Piling—Evidence

When the DeLong contract was terminated, two cofferdams were in place at Pier 169; these remain in place and were eventually used by Raymond (Tr. 585). The outer walls or sides of these cofferdams were steel sheet piles which had been rented by DeLong from Schnitzer Steel Company; after DeLong left the job, the State entered into an agreement with Schnitzer for the continued use of these sheet piles (Tr. 586). When the work by Raymond progressed to a stage where the cofferdams could be removed, the sheet piles were returned to Schnitzer (Tr. 587).

It may be noted that at the time of termination of the DeLong contract, the State asserted its right under the contract to take possession of various materials, tools and appliances, including these cofferdams (Ex. 21, 22; Ex. 4, p. 16, art. 1.8.7).

The written lease agreement between the State and Schnitzer was identified by the Controller, Mr. Maison (Ex. 364; Tr. 3992, 3993), and received in evidence (Tr. 3997). The vouchers evidencing rental payments to Schnitzer pursuant to the lease were likewise identified (Ex. 365; Tr. 3993, 3994) and received in evidence (Tr. 3997).

The payments to Schnitzer are accurately summarized on Ex. 366 (Tr. 3998); these payments were made over a period of time (Tr. 3998, 3999), and were in the total amount of $49,449.74 (Ex. 366; Tr. 3999), the amount shown therefor in the overall summary (Ex. 360), and used in the computation of damages allowed by the Court (supra, p. 8).

Obviously, if these sheet piles had not been retained for use by Raymond, either that firm or the State would have had to provide for their replacement in order to complete the job. It may also be presumed that continuing the rental agreement with Schnitzer was less expensive (i.e., more reasonable) than it would have been for the State or Raymond to locate new sheet piling elsewhere, have it shipped to the job site, barge it out to the pier, and reconstruct the cofferdams.

Cost of Refinishing Handrails, etc.—Evidence

At the time the DeLong contract was terminated, work remaining to be done on the shore spans and piers included finishing, smoothing and painting of the handrail; this work and similar work on other parts of the shore piers and spans was eventually done under an extra work order by Pacific Concrete Company, the contractor building the Oregon approach to the bridge (Ex. 165; Tr. 588-594). This was all work originally called for under the DeLong contract (Tr. 590-594. Having Pacific Concrete Company do this work on an extra work basis, and the amount expended therefor were reasonable (Tr. 594). The amount so expended was $4,151.23 (Ex. 367; Tr. 4000, 4001; 4006), which amount is shown in the overall summary (Ex. 360) and reflected in the computation of damages allowed by the Court (supra, p. 8).

Cost of Grinding Deck, etc.—Evidence

Similarly, DeLong left undone some grinding and patching of the bridge deck in spans 172 through 174 (Tr. 588, 589; 601). This was eventually accomplished under an extra work order to

Pomeroy-Gerwick Corporation, contractors on another section of the bridge (Ex. 166; Tr. 600, 601). Having the work done in this manner and the amount expended therefor were reasonable (Tr. 602). The amount so expended was $8,283.31 (Ex. 368; Tr. 4006, 4007; 4009, 4010), which amount is shown in the overall summary (Ex. 360), and reflected in the computation of damages allowed by the court (supra, p. 8).

Availability of All Sub-Surface Information; Nature of Information Furnished--Findings

The trial Court rejected Defendants' claim of fraudulent misrepresentation as follows:

> "Defendant contends that plans and specifications, particularly regarding sub surface information, were false and fraudulent and that they were wrongfully induced to enter into the contract because of said fraudulent misrepresentation. The Court rejects Defendant's claim in this regard, in that Defendant's employees had all the sub surface information that was available to the Plaintiff a considerable amount of time prior to beginning the work, further the Court finds that sub surface information furnished on the plans was a reasonable representation of the difficulties expected to be encountered beneath the surface as construction progressed." (Ab. 22)

Evidentiary support for these findings is outiined below. As to their sufficiency, which Defendants have criticized (App. Br. 205, 206), see plaintiff's Answer to Assignments of Error 1, 6, 7, 14, 15, and 17, infra, p 55, and Supplemental Answer to Assignment of Error 15, infra, p 109.

Availability of Sub-Surface Information—Evidence

Before submitting their bids, all bidders including Delong were advised that further information on the project could be obtained in the field from the Division Engineer in Salem or the Resident Bridge Engineer in Astoria; the name and address of each was furnished (Ex. 2, "Project Information," following printed p. 2).

DeLong, in accepting the contract, warranted that it had fully informed itself as to the character of the work, and had carefully examined the location and condition of the work; it agreed that the State would not be responsible for its failure to fully inform itself in advance regarding conditions of the work (Ex. 4, p. 2, art. 1.3.3).

George Taite, the leader of the team formulating DeLong's bid (Tr. 7874), realized that boring logs were in existence but, although they were not shown in full detail on the plans, he did not ask for them. (Tr. 8011).

Neither did Colonel DeLong try to examine the State's core samples before bidding (Ex. T-15, p. 165).

William Meuser, one of DeLong's experts, testified that a prudent contractor would know from the plans that the State had made a detailed investigation (Tr. 5470).

James Gould, an engineer who testified for DeLong (Tr. 5326), was alerted by the plans to the fact that whoever drew them had basic information from which they were prepared, at least as to Pier 5, but of course did not know whether DeLong had asked for any further data (Tr. 5373-5377).

Ex. 36, a print of Highway Department drawing No. 7949-F, is a summary of the State's drilling logs for this job; on August 10, 1962, which was after award of the contract but before any work was done, two copies of this drawing were given to Hans Wendel by the State's Bridge Engineer, Ivan Merchant (Tr. 4199; 4211, 4212, 4214). Wendel, as noted above (supra, p. 4), was DeLong's Chief Engineer (Tr. 6633). Mr. Merchant, by a notation on an inter-office memorandum, recorded the date of Wendel's visit when he got this drawing (Ex. 46; Tr. 4215-4218).

This drawing, Ex. 36, incorporates all the data in Ex. 40, the State's original boring logs, laboratory reports and related data (Tr. 4303).

A notation in the contract documents alerts the contractor to the fact that explorations were made by the Highway Commission, and that the Commission did not guarantee that material encountered would conform to that shown on the plans (Ex. 3, p. 44a).⑤

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⑤ This disclaimer of warranty is the same paragraph which defendants contend is an express warranty. See Ab. 8; App. Br. 87, 267, 268.

Nature of Information Furnished—Evidence

Defendants went to great lengths to show the obvious fact that not all of the detailed data in the boring logs, etc. was shown on the contract plans (See, i.g., Ex. Y-10). The sheer, physical volume of the original boring logs, with associated laboratory reports, etc. (Ex. 40) testifies eloquently as to why all of this data was not reproduced on the plans.

DeLong's witness Gould hazarded an opinion that the variance between the information on the plans and the exploratory data might materially effect a contractor's evaluation of the job for bidding purposes (Tr. 5363, 5364).

There is no testimony by this or any other witness, however, that the variations between the summarized information on the plans, and the detailed information in the boring logs, etc., had anything to do with the contractor's supposed difficulties on the job, or that reproducing the full detail on the plans would have avoided any actual difficulties.

Even Mr. Gould, in preparing his voluminous comparison (Ex. Y-10), engaged in what defendants seem to regard as the sin of omitting, on his drawings, information from the field notes which he did not deem necessary (Tr. 5368, 5369), and of consolidating "ancillary" data (Tr. 5370, 5371). This was essentially the same thing the State did in preparing the contract data from the earlier work (Tr. 5371).

Arthur Elliott, Bridge Engineer for the California Division of Highways (Tr. 8756), has wide experience in bridge construction and design (Tr. 8756-8763). After examining the contract plans, Ex. 5, and the summary of the boring logs, Ex. 36, he was of the view that the information given on the plans would alert a contractor to the general conditions prevailing across the mouth of the Columbia River (Tr. 8766-8769). Although the contract plans do not contain all of the information from the boring logs, the foundation drawing (Ex. 5, Drawing 17604) conveys, aside from a few minor differences, a correct and reasonable impression of the bar across the mouth of the Columbia, and as such would convey to a contractor a fair representation of what he might be expected to encounter in the construction of this bridge (Tr. 8772, 8773).

With specific reference to Pier 169, as to which he was familiar with the boring logs and the elevations to which piling were driven, Mr. Elliott found no material differences between the boring logs and the contract plans, except for the note in the log of some broken rock, not shown on the plans, at an elevation *lower* than the piles actually went (Tr. 8783, 8784).

At best, boring logs only indicate what was found in the particular hole, and are no indication of what might be found a few feet away; this is especially true in a broad river delta such as this (Tr. 8776, 8777).

Gould's Ex. Y-10 includes references to data from a study made by Tudor Engineering Company in about 1954 (Ex. A-1-D-1; also marked as Ex. 41-44).⑥ It should be observed that Ex. D1 (also marked as Ex. 44) shows the location of the Tudor borings with relation to the bridge (Tr. 4285). An examination of that drawing shows it is drawn to a horizontal scale of 1 inch equals 400 feet. On that basis, it appears that the Tudor borings were generally along an alignment some 1200 feet westerly of the actual bridge location (Ex. D1).

Difficulties in Pile Driving—Findings

The trial Court further commented and found that:

> "Further, it appears to the Court that the extensive testimony and much ado made, regarding sub surface conditions was a makeweight argument by the Defendant in this case in order to divert attention from the real problem that led to the termination of the contract; that is, the final responsibility for the pouring of the bad concrete seals at Pier 169, particularly in light of the fact that all the piling necessary for completion of this project had been driven with no more difficulty, than should have been anticipated while driving piling in the estuary of this great river." (Ab. 22, 23)

The Court's evaluation of the sub-surface conditions issue is probably based on substantially all of the evidence in the case, and will be considered further in subsequent portions of this brief. (See,

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⑥ These exhibits were identified as relating to the Tudor study at Tr. 4277-4279; 4283-4285. They were admitted at defendants' request, over plaintiff's objection, among other grounds, of lack of relevance and materiality. Tr. 4290-4302.

especially, Supplemental Answer to Assignments of Error 15-A through 15-E, infra, p 109) What follows now is an outline of evidence supporting the Court's factual determination that all the piling was driven without undue difficulty.

All Piling was Driven by DeLong—Evidence

Prior to termination of the contract, all foundation pilings had been driven at Piers 6-20, and Piers 160-174 (Tr. 451-462).

At the other two piers on the project, there were no foundation piles at either Pier 5 (Tr. 829; 3000) or Pier 175 (Tr. 799; 2923).

No Undue Difficulty—Evidence

There was, to be sure, a great deal of testimony relating to the contractor's experiences in driving the foundation piling. For example, the State's Project Engineer, Ellison, was cross-examined from April 9 until April 23 almost exclusively with respect to pile-driving on a pier-by-pier and almost pile-by-pile basis (Tr. 662-1693).⑩

Even viewed from the standpoint most favorable to defendants, plaintiff believes the evidence would leave considerable question as to whether the experiences in pile-driving on this job were, considering the magnitude and location of the project, in any way extraordinary.

However, in the state of the record on this appeal, it is not proper to view the evidence most favorably to defendants. The trial Court certainly had sufficient basis in the evidence to find, as it did, that the piling was driven with no more difficulty than should have been anticipated (Ab. 23).

There was nothing unusual or especially difficult encountered in driving piles at Pier 6 (Tr. 2863, 2864), or at any of the other piers from 7 to 168 (Tr. 2865-2911). The only possible exceptions were: at Pier 17, a substantial number of piles were rejected because the contractor jetted beyond the limits of the specifications prior to authorization from the engineer (Tr. 2882, 2883); at Pier 161, 4 additional piles were required to be driven, and were paid for (Tr. 2890-2892); there were some difficulties with pile breakage at Pier

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⑩ The first round of cross-examination of this witness on all subjects lasted until May 9 (Tr. 2636).

164, and some difficulty in achieving the required bearing capacity, which was resolved by informal agreement (Tr. 2898-2905).

There were no unusual or unexpected conditions in pile-driving at shore Piers 171 (Tr. 2917, 2918), or 172 (Tr. 2920), or 173, except that the hammer originally used had insufficient energy and had to be replaced (Tr. 2921). At shore Pier 174, the contractor had to splice a number of piles, which was paid for at the contract bid price (Tr. 2922, 2923).

At Pier 170, the contractor was unable to get the piling driven to the specified elevation, so the State changed the order length (Tr. 2928). Otherwise, there was no unusual condition as to the pile-driving at that pier, except for a hammer that kept malfunctioning (Tr. 2929).

At Pier 169, the piling order length was also changed because the contractor was unable to drive piles to the original order length (Tr. 2939). Also, at this Pier, 39 of 528 piles (Tr. 2938) were rejected, some because the hammer was malfunctioning, some because they were driven while "loosening up" the hammer after repairs, and some because the contractor did not furnish the revised order length and the piles did not come to bearing (Tr. 2939).

On the piers where it was possible to make a comparison (Tr. 2999), the overall time actually spent driving piling was less than the time scheduled for such work by DeLong (Ex. 254).

Wendel, DeLong's engineer, confirmed that on the bell piers DeLong actually gained time, over their schedule, in performing the pile-driving work (Tr. 7232, 7233). The "bell-piers referred to were Piers 6⑨ to 12, 160 to 167, and 13 to 20, inclusive (Tr. 7232, 7233).

Contrary to defendants' contentions (See, e.g., App. Br. at 118, 119), it is not "overdriving" or at all unusual for pilings to be driven to a bearing in excess of the basic design loan (Tr. 8787-8789). Nor is it to be expected that the required bearing will be attained at the exact level of the specified tip elevation; they are two different requirements that must be met to satisfy different design requirements (Tr. 8784-8786; *Cf.* App. Br. at 119(re Pier 162). It is also

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⑨ Pier 5 was also a bell pier, but had no foundation pilings. Tr. 829, 3000.

quite common that piles will be broken in the pile driving process (Tr. 8790; *Cf.* App. Br. at 120, re Pier 164). Piles most commonly break because of a defect of the pile, or because it is not being driven straight, or because of improper handling of equipment (Tr. 8790, 8791).

Any requirement for freeze tests (See App. Br. at, e.g., 118, 119, 121), where they were made, was also an accommodation to the contractor; the purpose was to see whether the required bearing could be achieved at or about the specified tip elevation without the need for driving deeper (Tr. 910-912). Also, freeze tests require no additional work, but merely amount to a brief suspension of work (Tr. 910-912; 5718). Many of the freeze tests were conducted when the work stopped for lunch (Tr. 5812-5870; 5873-5880, Ex. 424).

The true extent of the "problems" in pile-driving is illuminated by Ex. 217, a summary of pilings broken, rejected, replaced and "freeze tested", prepared from pile driving records and barge diaries (Tr. 2850-2853). Out of a total of 3694 pilings placed, 68 or 1.84% were broken;⑩ 85 or 2.30% were rejected for inadequate bearing or penetration; those replaced (the total of those rejected for breakage and for other reasons) were 153, or 4.14%; freeze tests were made on 184, or 4.98%.

Defendants' Failure to Call Witnesses—Findings

The trial Court noted as follows:

> "The Court is aware of the death of Defendant's Superintendent Bauer but defendant had potential witnesses under his control, for instance Colonel DeLong, that did not appear during the trial. This in face of the general rule that if weaker and less satisfactory evidence is offered when it appears that stronger and more satisfactory evidence was within the power of the party to produce, the evidence offered should be viewed with caution." (Ab. 23)

The propriety of considering this factor is discussed in plaintiff's answer to Assignment of Error No. 8 (infra, p. 90). What follows here is simply a marshalling of evidence as to Bauer's identity and untimely death, and as to the identity and availability of Colonel

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⑩ Of these, 38 were wooden piling broken at Pier 164, some of them just from the weight of the large hammer used (Ex. 217; Tr. 2843-2849).

DeLong and other potential witnesses, and available but unelicited evidence from actual witnesses.

Failure to Call Witnesses and Elicit Testimony—Evidence

George Bauer was in charge of the job for DeLong prior to his death in May, 1963 (Tr. 174; 633; Ex. T-15, p. 56). He was killed on the project about May 21 or 22, 1963 (Tr. 4517-4717; Ex. T-15, pp. 48, 56.)

Colonel L. B. DeLong was the president and principal shareholder of DeLong Corporation (Ex. T-15, p. 25). Upon Mr. Bauer's death, he personally took over as superintendent or project manager (Ex. T-15, pp. 56, 57).

When his deposition was taken, it was anticipated that Colonel DeLong would be present and testify at the trial (Ex. T-15, pp. 8, 153, 221). At the beginning of the trial, counsel for DeLong implied that Colonel DeLong would testify (Tr. 42, 43). Defendants' witness Kenendy⑧ testified on July 25, 1968 that he had seen Colonel DeLong in Portland "a day or two ago." (Tr. 6464, 6465).

On September 6, 1968, in support of the offer of Colonel DeLong's deposition (Ex. T-15) into evidence, counsel advised that the Colonel had been here twice during the trial, but "had to depart for the far east" shortly after August 16, and could not reasonably be back for a week or two (Tr. 8152, 8153). No attempt was made to satisfy the statutory requirements for perpetuation of testimony, but the deposition was received in evidence, over plaintiff's objection. The parties were unable to agree as to whether or not this deposition had been taken for perpetuation, by agreement, or merely for discovery. (Tr. 8152-8168; See Ex. T-15, pp. 3-9; 86).

Testimony was taken in the case from April 2 until September 18, 1968 (Tr. 85-8902), and several witnesses were called out of turn without objection (See, e.g., Tr. 6410; 7387; 7455-7459; 7768, 7769, 7868; 8665-8667).

It appeared that one Hackett had been DeLong's foreman in charge of the seal pours at Pier 169 (Ex. T-15, p. 132; Tr. 7213).

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⑧ This witness himself was called out of turn, in the midst of the testimony of the witness Woods. See Tr. 6410.

Although Hackett's diary⑪ was used by Wendel to refresh his memory (Tr. 7213; 7261-7266), Hackett did not testify.

One Gary Lowe worked as a Field Engineer on DeLong's pile-driving barge, among other duties (Tr. 5290), but his direct testimony for defendants was limited to an incident in 1964, while employed by Raymond International (Tr. 5282-5288).

Harry M. Berg worked for DeLong as a pile driver and was a diver from the Spring of 1963 until the Spring of 1964 (Tr. 5298, 5299) but did not testify at all about any practical, operating difficulties in driving foundation piles. (Tr. 5298-5317)

Scour at Pier 169 and Abatement Thereof—Findings

The trial Court made findings relating to scour which occurred around the cofferdams at Pier 169, including the following:

> "Defendant makes much of the scour problem which occurred at Pier 169 and the subsequent events relating thereto, although the protection of the cofferdams at Pier 169, under the contract, was basically the responsibility of the Defendant. Plaintiff, for reasons of its own, undertook to abate this scour condition and did stabilize the bottom of the river by use of fascines and large quantities of rock. This necessitated the re-driving of a cofferdam and adjustment of the lower level of the concrete seals before pouring could commence." (Ab. 23)

Much of this portion of the findings is non-controversial, it being undisputed that severe scouring did occur at Pier 169, and that extensive corrective measures were undertaken at State expense. It is appropriate, however, to outline some of the evidence regarding foreseeability of scour, contract provisions relating thereto, and the reasons why the State undertook to abate the scouring.

Foreseeability of Scour—Evidence

Glen Paxson, one of the State's high-level engineers, testified that, on the basis of his experience, he expected there would be some scour at some of the piers in Astoria, although the extent of the scour at Pier 169 was more than he had anticipated (Tr. 4784, 4785).

John Kennedy, presented by DeLong as a hydraulics expert (Tr.

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⑪ Ex. 445 for identification; not received in evidence. But see Ex. 460-464, received in evidence. Tr. 8294.

6411-6414), testified it is well-established that the presence of an obstruction in a stream can result in scour (Tr. 6460).

Hans Wendel, in designing DeLong's cofferdams for Pier 169, anticipated that there would be some scour (Tr. 7163).

Colonel DeLong testified on deposition that "Scour is a problem that you always recognize where water flows" (Ex. T-15, p. 37). He knew generally about it because of his prior experience on the river (Ex. T-15, p. 40).⑨

In making its pre-bid investigation, DeLong made inquiries as to "the fill-in" and how often it was necessary to dredge the ferry channel (Ex. T-15, p. 50, 51). Presumably, it learned that because of the shifting, sandy river bottom it was necessary to dredge the channel about every other year. (Tr. 4160, 4161)

There was no evidence that any factual data as to the probable extent of scour was known to the State but withheld from defendants. Ex. M1, a State design report of river velocities, etc., was based on a published work by the Corps of Engineers, which was available to the public (Tr. 6168, 6169; 6281).

Colonel DeLong was aware of the Corps' Columbia River studies of velocities, etc., and knew that the Corps had established formulas and made erosion or scour studies (Ex. T-15, pp. 34, 40).

Ex. X, a preliminary calculation of possible scour by one of the State's designers was, on its face, only an estimate. Allaway, the man who made this calculation (Tr. 6113, 6114), testified that it was based upon an article published in the Iowa University Research Bulletin (Tr. 6111, 6112). A copy of this article was marked as defendants' Ex. W-12 for identification (Tr. 6112), but was not received in evidence. His calculation was preliminary (Tr. 6116), and question marks thereon indicated that he was questioning "these values" (Tr. 6134). He testified "* * * The calculations that I made were the best that I could obtain from information that I had available, and there was doubt as to whether these were correct in my mind at the time and actually whether this was applicable to the location — —" (Tr. 6159).

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⑨ *Cf.* Ex. T-15 at p. 85, where, after a recess (Ex. T-15, p. 64), Colonel DeLong said they did not anticipate any scour.

Contract Terms Relative to Scour—Evidence

The contract plans (Ex. 5) include no plans for cofferdams. Design and construction of the cofferdams at Pier 169 was left to the contractor, their cost to be recovered as a part of the lump sum bid price for "Shoring, Cribbing, etc.," bid item No. 69 (Ex. 3; Ex. 4, pp. 23, 24, art. 2.1.12; Ex. T-15, pp. 212, 213).

The contractor's plans for cofferdams were to be submitted to the State, upon request, for approval of the type and clearance, insofar as such details affect the character of the finished work, but other details of design were left to the contractor "* * * who will be responsible for their successful use and safety in the construction of the work under his contract" (Ex. 4, p. 5, art. 1.5.3; p. 22, art. 2.1.5 (a), (c)).

Pursuant to these provisions, defendants' cofferdam plans were in fact submitted to the State and, after certain suggested revisions, were approved "subject to article 1.5.3"⑥ (Tr. 1883, 1884; 2755-2758; 4218, 4219, Ex. J-6; N-2; O-2; Q-3; R-3).

DeLong agreed to be responsible "for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever . . . ." (Ex. 4, p. 11, art. 1.7.13).

It agreed to accept payment at contract prices for all materials, labor, etc., and "also for all loss [or] damage . . . arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered . . . ." (Ex. 4, pp. 17, 18, art. 1.9.2).

It was also agreed that the contractor had carefully examined the plans and specifications, had fully informed himself as to the character of the work required, had carefully examined the location and condition of the work, and that the State would not be responsible for any loss suffered as a result of the contractor's failure to fully inform himself in advance in regard to all conditions pertaining to the work (Ex. 4, p. 2, art. 1.3.3).

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⑥ Art. 1.5.3, summarized supra, imposes upon the contractor responsibility for the "successful use and safety" of his cofferdam design details.

State's Reasons for Scour Abatement Work—Evidence

When the scour at Pier 169 first became apparent, Mr. Paxson recommended that corrective measures be undertaken at State expense. The State had already approved the order length for treated timber fender piling, which had been fabricated and were in storage. In his judgment, it was necessary that the scour be checked and the river bed brought up from the depth of the scour so that the fender piling which were in stock could be used in construction of the fenders (Tr. 4720).

Also, it was true that more scour had occurred than Paxson had anticipated. Nothing in the DeLong contract required the contractor to build up the river bed at completion of the job where such scour had occurred. Since the State would thus have to do such work eventually, he saw no reason why it shouldn't do it at that time "To not only protect our pier fender installation but also expedite the job." (Tr. 4720, 4721).

There was evidence that Wendel, DeLong's engineer, told the State's engineer that he, Wendel, could not see why Paxson had taken on the scour control program for the State in the first place, recognizing that ordinarily such measures would be the contractor's responsibility (Ex. 68, entry of November 8, 1963).

Causes of Bad Concrete in 169 Seals; Responsibility for Replacement Thereof—Findings

The trial Court expressely rejected defendants' theory that the scour was somehow related to the cause of the poor concrete at Pier 169:

> "Defendant attempted to relate the scour condition to the ultimate failure of the concrete poured into the two cofferdams constructed at Pier 169, this concrete was to be the seals atop the piling driven at this site, which in turn formed the base for one of the main piers supporting the span across the main river channel.
>
> The Court rejects the Defendant's theory and accepts the testimony of Plaintiff's experts, relating to the cause of the poor concrete at Pier 169, the basic causes being a slow rate of pour, the failure to use more than one tremie pipe during the period of the pours, and the failure to maintain a tremie pipe in such condition as to exclude excess water during the time of the pour. These factors allowed the concrete to segregate and bulk, which in turn accounted for the underruns experienced at Pier

> 169. The pouring of a good seal, of course, was the Defendant's responsibility under the contract, and once it was discovered that the seals were bad, it was the Defendant's responsibility to remove and replace said concrete with an acceptable work product. This the Defendant failed and refused to do, and this was adequate grounds for Plaintiff to cancel the Defendant's contract, and acting in the public interest, to proceed with another contractor, for the completion of the substructure work" (Ab. 23, 24)

The burden of proof as to causes of the defective concrete is discussed in subsequent portions of this brief, as is defendants "new" theory that a deficient concrete mix caused the defective seals (See App. Br. 142-148; 155); this theory was not seriously urged by defendants until after the trial. (Defendants' "Proposed Findings" 112-116; 143-144(a); Ab. 48, 49; 52, 53; DeLong's Closing Argument, Tr. 8986; *Cf.* Tr. 5460-5462; 6447; 6783).

What follows here is an outline of evidence supporting the trial Court's findings as to what did and what did not cause the bad concrete, responsibility therefor, and consequences thereof.

Defendants' Theory Unsound—Evidence

Although it is not deemed necessary to find or point out specific evidence justifying the trial Court's rejection of defendants' theory of what caused the bad concrete, it is nonetheless persuasive that several of plaintiff's experts had considered defendants' theory, found it unsound, and testified to the effect that it just could not have happened that way.

Defendant's theory at the trial was that vast quantities of riverbed material somehow worked its way under, over or through the steel cofferdams and into the seal area. (Tr. 5460-5462; 6447; 6783) In their brief, defendants characterized this theory in terms of "hydraulic" action (App. Br. 141, 142; 323).

Glen Paxson, a highly qualified former Deputy State Highway Engineer with over 40 years experience in bridge construction (Tr. 4695-4708; 4768-4770), testified that, in his opinion, based upon assumed facts, his own review of various documentary evidence, personal observation at the site and his general knowledge and experience (Tr. 8624), the underrun in the seal concrete was not caused by the intrusion of materials from outside the cofferdam (Tr.

8631).⑨ Basically, this was because the only way for sand or other streambed material to get into the seal area was down the outside of the cofferdam piles, under the tips, and up the inside of the cofferdams. Neither the minimal difference in hydraulic "head," or any differences in the weight of materials inside and outside the cofferdam, were sufficient to have forced sand underneath the sheet piles. "* * * The probability of such a thing happening is so remote that it can be considered as impossible." (Tr. 8631-8633)

Dr. Peter Klingeman, a professor of River Hydraulics of the Oregon State University School of Engineering (Tr. 8667, 8668) opined that substantial quantities of material did not intrude beneath the cofferdam sheeting (Tr. 8683). The only three way for this to occur would be by heaving, a blowout, or piping (Tr. 8684). Heaving could only occur if a large differential head existed and if there was a very minimum of tip embedment of the sheeting; neither condition existed. (Tr. 8684, 8685) A blowout would require that there be very little or no tip embedment as a result of scout (Tr. 8685); here, the earlier scouring had been arrested so that a scour mechanism could no longer occur, to undermine the tips of the sheeting, and consequently a blowout could no longer occur (Tr. 8686-8688). Piping would also have required a substantial difference in water elevation or "head", which did not exist (Tr. 8688, 8689). The theoretical impossibility of any of these phenomena was confirmed by the sounding maps, which failed to show that any large quantities of material disappeared from immediately outside the cells in December, when the seals were poured (Tr. 8689, 8690).

It may also be noted that the defendants' witness Kennedy, who devoted considerable effort to explaining and demonstrating the "blowout" and "heaving" phenomena (Tr. 6428-6442; Ex. F-13), freely admitted that this related to conditions existing in September, when the scour occurred, and not in December when the seals were poured (Tr. 6438; 6475-6477; 6497).

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⑨ This testimony was on rebuttal, and not subject to defendants' motion to strike, denial of which is now assigned as error (App. Br. 155).

Slow Rate of Pour as a Cause—Evidence

There was evidence that at a meeting on January 22, 1964 (Tr. 417), after it was discovered that the seals were defective, Colonel DeLong himself acknowledged that the rate of pour at Pier 169 had been about 25 or 29 yards per hour, and that on future tremie pours it should be about 80 yards per hour (Tr. 431, 432).

At the time the contract was awarded, the DeLong management planned a concrete operation capable of producing 70 to 100 yards per hour (Tr. 4206-4208; 4712, 4713). Hans Wendel, DeLong's Chief Engineer (Tr. 6633), assumed a maximum rate of pour of tremie concrete in the seals of 100 yards per hour, in his calculations in designing a cofferdam at Pier 169 (Tr. 6824-6833; Ex. 437, sheet 10). The DeLong people were disappointed in the performance of their concrete batching plant (Tr. 6844).

The actual rate of pour, as computed by one of the State engineers, averaged 25.1 yards per hour at the east or upstream seal, and 27.5 yards per hour at the west or downstream seal. (Ex. Q-1; Supporting data for these figures may be found in Exs. 112, 113 and 488).

In another case, Mr. Wendel testified on deposition that they expected production of 40 bags or 60 yards per hour (Tr. 6845-6847). In that case, DeLong asserted against the supplier of the "Roto-bags" used in batching concrete, a counter-claim for $180,000, based in part on the supplier's alleged promise that the bags could be filled at a rate of not less than 40 bags per hour (Ex. 414). That "Answer and Cross-Complaint" was filed January 3, 1964, shortly after the seals were poured and the underrun discovered.

On the monthly estimate for work through December 10, 1963, the State had paid DeLong approximately $90,000 for the seal concrete placed in the first or downstream seal at Pier 169 (Ex. 6, Est. No. 13; Tr. 2425, 2426). On the following estimate, for work through January 10, 1964, the State withheld payment for the upstream seal of some $90,000, and deducted the $90,000 paid the previous month for the downstream seal (Ex. 6, Est. No. 14; Tr. 2429-2431), as a result of which DeLong claimed it had been underpaid $180,000 (Ex. S-8).

The Court, it is submitted, could well have regarded DeLong's assertion of a $180,000 claim against its supplier of equipment for deficiencies in the rate of concrete production, just at the time DeLong was losing $180,000 for pouring bad concrete as persuasive evidence that DeLong recognized a relationship between the rate of pour and the failure of the seal concrete. At the very least, it establishes that DeLong knew that the rate of pour at the Pier 169 seals had been too slow .

Be that as it may, however ,there was ample direct evidence that the slow rate of pour was one of the significant factors in producing the defective material in the seals.

Glen Paxson, whose qualifications have already been mentioned (supra, p. 25), designated the slow rate of pour as one of the primary reasons for the poor concrete (Tr. 4763).

Walter Cathey, a retired construction man of vast experience in pouring underwater concrete (Tr. 8466-8473), testified that on a tremie pour of the size here involved, good construction practice required a minimum rate of pour of 100 yards per hour (Tr. 8478, 8479), and that the slow rate of pour here contributed to the concrete's failure to meet specifications (Tr. 8518, 8519).

Ben C. Gerwick, Chairman of the Board of a contracting firm, had over 60 years experience in bridge building, both as an engineer and as a contractor (Tr. 8393-8399). His firm had built wharves and bridges "practically all over the globe" (Tr. 8399, 8400). He had extensive experience with the placing of underwater concrete (Tr. 8402-8406) and had been publicly identified as the man who had been down personally in more cofferdams and caissons than any other man in the world (Tr. 8407, 8408). His opinion was that on a pour of the size here involved the rate of pour should be about 120 yards per hour (Tr. 8408-8410).

Arthur Elliott, the California bridge engineer whose qualifications were previously discussed (supra, p. 15), opined that the slow rate of pour was a contributing cause of the failure, and that a pour of this size should not be attempted without a capacity of at least 80 and preferably 100 yards per hour (Tr. 8799-8806).

Use of One Tremie Pipe and Water in Pipe as Causes of Defective Concrete—Evidence

At both seals in Pier 169, the concrete was poured through a single tremie pipe (Tr. 4741; Ex. 112, p. 23) which, after pouring at one location, would be moved to another location in the cofferdam (Tr. 4743; Ex. 489). Acceptable seals of comparable size were produced at Pier 170, where at least two and probably four tremie pipes were used (Tr. 8887, 8888; Ex. 491-493; *Cf.* Tr. 8899, 8901).

At times, as when the seal or prime was lost, water got into the pipe instead of concrete, and water would, on such occasions, gush between the flanges of the tremie tube (Tr. 2104, 2105; Ex. 113, p. 19).

Even Colonel DeLong agreed that concrete falling through water would "wash" and separate (Ex. T-15, p. 209). One of defendants' expert witnesses, William Mueser, agreed that if concrete fell from a tremie pipe through open water it would tend to separate (Tr. 5488, 5489).

According to Mr. Paxson, the basic cause of the bad concrete was the washing of the cement from the sand and gravel (Tr. 4763). Although the basic cause of the washing resulted from the slow rate of pour, leakage in the tremie pipe could also cause some washing (Tr. 4764).

Mr. Cathey believed that at least four tremie pipes should be used on a pour of this magnitude (Tr. 8479, 8480). The joints on a jointed tremie pipe should be kept in a water tight condition (Tr. 8481). This witness was of the opinion that here the leaks in the tremie tube were the basic cause of the bad concrete, although other factors such as the slow rate of pour also contributed (Tr. 8518, 8519).

Ben Gerwick was of the belief that at least twelve and perhaps sixteen tremie pipes should have been used (Tr. 8411).

Arthur Elliott was of the opinion that it would be virtually impossible to make a satisfactory tremie pour with only one tremie pipe handled as was shown on Ex. 489 (Tr. 8803).

It is submitted that the evidence was more than sufficient to support the trial Court's findings as to what in fact caused the concrete to be bad. Certainly the evidence supported the Court's finding to the effect that it rejected, i.e., that defendants had failed to establish their supposed excuse for their breach of contract in refusing to remove and replace the unacceptable seals.

Defendants' Responsibilities, Termination of Contract—Evidence

The Court's remarks regarding it being the defendants' responsibility to pour good seals, to replace the defective material, etc., are of course derived from the basic nature of the contract and its specific terms and provisions. For example, the contractor agreed that the seals should be formed of Class A Concrete, with 10% additional cement (Tr. 379; Ex. 3, p. 56), and it was provided that Class A concrete would, within 28 days, develop a compressive strength of 3300 pounds per square inch. (Tr. 380; Ex. 3, p. 58; Ex. 4, p. 31, art. 2.4.5) Failure of the seal material to meet these standards has been discussed (supra, p. 3). It was contemplated that only the best general practice was to prevail, and that only material and workmanship of the first quality were to be used (Ex. 4, pp. 2, 3, art. 1.4.2). It was agreed that the performance of work under inspection would not relieve the contractor from his responsibility to comply with the specifications, nor from his responsibility if the work was not so performed (Ex. 4, p. 4, art. 1.5.2).

All concrete was required to be placed so as to avoid segregation of the materials, and where placed through pipes, the pipes were to be kept full of concrete, insofar as practicable, and their lower ends were to be kept buried in the newly placed concrete (Ex. 4, pp. 33, 34, art. 2.4.9). Concrete seals under water were required to be placed continuously from start to finish, and the surface was to be kept as nearly horizontal as practicable; tremie tubes were required to be kept sealed and to be kept full to the bottom of the hopper (Ex. 4, p. 36, art 2.4.12).

The defendants' refusal to proceed with the necessary remedial work, and other work on the project was discussed above (supra, pp. 4, 5), and this was assuredly adequate ground for cancellation of the contract, as declared by the Court (See Ex. 4, p. 21, art. 1.8.7).

Delays, Liquidated Damages Prior to Termination—Findings and Conclusions

The trial Court found that:

> "* * * Claims had been made for liquidated damages and for damages by the parties up to the time of the cancellation of the contract. The Court hereby finds that there were offsetting, valid delays, occasioned by both parties up until the termination time" (Ab. 24).

As to the claims made by the parties, these may be determined from the pleadings. (See, specifically, Ab. 2, 10, 15, 16; Supp. Ab. 152).

Plaintiff believes that the Court erred in fact and in law in finding "offsetting, valid delays, occasioned by both parties up until the termination time," to the extent and for the reasons set forth in its First Assignment of Error on Cross-Appeal (infra, p. 132).

Piers 5 and 6—Findings

The trial Court found that:

> "Defendant contends that information received regarding Pier 5, was erroneous, this assertion the Court rejects. The Defendant further contends it sustained additional costs at Pier 6 but this claim fails for lack of proof on the part of Defendant" (Ab. 24).

Piers 5 and 6—Evidence

As to Pier 5, it appears that the discussion above regarding Defendants' claim of misrepresentation generally, is applicable (See supra, pp. 13-16). It may also be noted that the testimony of Mr. Ellison, on cross-examination regarding Pier 5 was, if believed by the Court, sufficient in itself to show that this claim was ill-founded in fact (See Tr. 1694-1834).

As to Pier 6, there was evidence from which the Court could have found that a change in the type of piling caused some delay which may have been as little as one shift (Tr. 837, 894, 895) or two days at most (Tr. 7195). However, the Court may have been of the view that this was a reasonable delay of the type contemplated by the parties, for which defendants' relief, if any, would be limited to an extension of time for performance (Ex. 3, pp. 40, 41; Ex. 4, p. 3, art. 1.4.4 to 1.4.6; See Brief on Cross-Appeal, infra, pp. 135-138). Or, even if it were believed that defendant was otherwise entitled to some monetary relief by reason of this change, the claim necessarily failed for lack of proof, since there was no evidence of any damage arising therefrom. On the contrary, there was evidence that DeLong never submitted any claim, in terms of dollars and cents or of time lost, as a result of this change (Tr. 2862, 2863).⑪

Rejection of Travelers' Defenses—Findings

The trial Court found that:

> "The Court further finds that the defenses raised by Defendant Travelers i.e., its election to rescind, is without merit and, further, its' defense of lack of a contract between the Plaintiff and Defendant is hereby rejected. Further, that changes in [sic]⑫ extra work performed, were within the contemplation of the parties at the time the contract was entered into and therefore, falls within the purview of the Defendant Travelers bond," (Ab. 24).

Travelers' Defense of Rescission—Evidence

Travelers' "First Further and Separate Answer and Affirmative Defense" is, generally, to the effect that because of various alleged misrepresentations by the State in its plans and specifications, of which Travelers allegedly learned after the termination of the principal contract, "Travelers elects to rescind said purported bond." (See Ab. pp. 7-9)

The State denied the material allegations thereof and, for affirmative reply, alleged that Travelers failed to take any appropriate steps to rescind its bond until long after it acquired knowledge of all pertinent facts, thereby waiving any right of rescission (Supp. Ab. 159).

It is immediately apparent, of course, that upon the failure of DeLong's claims of misrepresentation, Travelers' defense of rescission based thereon must also fail. If there were no misrepresentations which afforded a defense to the contractor, the same non-misrepresentations certainly afforded no defense to the surety.

Also, a question arises as to whether the surety on a performance

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⑪ Indeed, DeLong's only evidence of any damages related to total job costs as against total job revenues (Tr. 7401), a measure of damages sometimes applied where an owner *wrongfully* terminates a contract prior to completion, and of no application here. See *Watson v. Oregon Moline Plow Co.*, 112 Or 414, 227 P 278 (1924); *United States v. Behan*, 110 U. S. 338, 4 S. Ct. 81 (1884).

⑫ It is believed probable that "in" is a clerical error; "changes *and* extra work" seems to better fit the context of this case and Travelers' defenses. See Ab. 10.

bond could ever rescind its bond, as against the owner, assuming that misrepresentations had been made by the owner, where the principal (contractor) never attempted to rescind the principal contract. Here, although DeLong sets forth a number of verbose and often repetitious affirmative defenses (See Ab. 11-17), it nowhere alleges that it at any time had rescinded or sought to rescind the principal contract. Indeed, any claim of rescission by DeLong would appear to be inconsistent with its Counterclaims seeking damages for alleged breaches of contract by plaintiff (See Ab. 17).

Finally, under the evidence here, plaintiff's reply of waiver by Travelers of any right to rescind was well-established.

In this case, Travelers was given written notice, as early as October 23, 1963, that there were indications of a possible controversy between the State and DeLong (Ex. 70, 71; Tr. 7228-7332).® From copies of letters from DeLong to the State on October 30, 1963, Travelers was advised in writing, among other things, that DeLong was asserting "defective specifications" and "erroneous design" (Ex. 72),® delays, and differences between "contract specifications and data" and "actual experience" (Ex. 73).® Further correspondence specified that the dispute encompassed piledriving and foundation work (Ex. 74, 75).® Travelers knew in advance and approved of DeLong's intention to file a declaratory judgment suit against the State (Ex. 76). That suit, in the U. S. District Court, was filed February 18, 1964, and made the same basic allegations of misrepresentations, etc., as DeLong asserted here (Ex. 153).

Mr. Wallace DeLong, a representative of Travelers, was on the job at least as early as February 26, 1964, at which time he was introduced to Mr. Ellison (Tr. 557, 558).

H. T. Duren, Executive Vice-President of Travelers' agency through which their performance bond was issued, executed the bond on behalf of Travelers (Tr. 8015-8018; Ex. 3). Mr. Duren followed the progress of the job, and was aware by October, 1963 of "problems" on the job (Tr. 8023, 8024). He participated in some of the arrangements in connection with an insurance loss on this job

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® It was stipulated that Exhibits 70-75 were from Travelers' files (Tr. 4677-4681).

arising out of the dumping of a load of piling (Tr. 8046, 8047), and was in Astoria "quite a bit" in that connection (Tr. 8050). The record establishes that that incident occurred about July 22, 1963 (Ex. 68, entry of July 22, 1963; Tr. 213; 8053). In the fall of 1963 and spring of 1964, he was in touch with Colonel DeLong about general progress on the job, and also was in touch with Travelers during the same period (Tr. 8025, 8026). In January, 1964, when the job was in trouble, he communicated with Travelers, and testified that Travelers had direct communications with DeLong as well (Tr. 8027). He met with Travelers' people on the job, in connection with problems on one of the main river piers, including scour (Tr. 8030-8032).[9] Mr. Duren was previously acquainted with Mr. Rand, who communicated with him on behalf of DeLong as the job progressed (Tr. 8034-8036). His office and Travelers were keeping each other informed (Tr. 8038).

Mr. Duren's testimony on direct was apparently intended to establish that Travelers relied on the State's plans and specifications in issuing the performance bond (Tr. 8019; 8021, 8022). If his connection with Travelers was such that he could "rely" on its behalf, then surely his knowledge was the knowledge of Travelers.

On this record, Travelers was fully aware of the problems on the job, and of any basis for a claim of misrepresentations long before the contract was terminated in April, 1964. Even then, there is no evidence that Travelers took any action toward rescinding the bond until well into the pleading stage of this case, in which the original Complaint was filed August 30, 1965. The first use of the word "rescind" in any of the evidence or pleadings did not occur until Travelers' Answer to Third Amended Complaint, filed about July 27, 1967. If there was ever any basis for an attempt at rescission, Travelers was fully aware of the pertinent facts by the end of 1963, and its failure to attempt to rescind until 1967 was a waiver of any such right.

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[9] It is interesting to note that even Mr. Duren, who disclaimed any knowledge of engineering or construction problems (Tr. 8032, 8033), recognized scour as a factor to be considered in construction in tidal areas (Tr. 8045).

Travelers' Defense of "No Contract"—Evidence

Travelers' second affirmative defense, rejected by the trial Court, is to the effect that there was no meeting of the minds between plaintiff and DeLong, and that the contract and bond were void *ab initio* (Ab. 9, 10).

This defense can be regarded as little more than frivolous, in view of the failure of the principal, DeLong, to take the position that no contract existed. As noted above (supra, p. 33), DeLong's numerous claims that plaintiff breached the contract are wholly inconsistent with the suggestion that there was no contract.

In any event, the trial Court's failure to find that there was any material misrepresentation, or fraud, and the rejection of DeLong's defenses based thereon, leave nothing upon which a holding that the contract was void could be based. Travelers admitted that a written contract was executed (Ab. 6, 7), and denied paragraph VIII of plaintiff's complaint, wherein the termination of the contract was alleged (Ab. 2; Supp. Ab. 151; Ab. 7).

Travelers' Defense of Changes in Work—Evidence

Travelers' third affirmative defense is to the effect that during the job, the State and DeLong made various changes in the work, including the driving of extra piling at one pier, and that said changes were made without the knowledge of Travelers (Ab. 10). The trial Court found that changes and extra work performed were "* * * within the contemplation of the parties at the time the contract was entered into and, therefore, falls within the purview of the Defendant Travelers' bond" (Ab. 24). This was undoubtedly correct.

The bond, by its terms, incorporated by reference the principal contract, the plans, specifications and schedule of contract prices (Ex. 3, Section IV). Thus, whatever is a part of the contract is a part of the bond.

It was specifically agreed that the engineer could increase or decrease quantities and alter the details of construction, and that "* * * such increases or decreases and alterations shall not invalidate the contract nor release the surety * * * " (Ex. 3, p. 41; see also Ex. 4, p. 3, art. 1.4.5).

It was also agreed that the estimated quantities were approximate only; that the State might increase or decrease quantities and that extra work could, by written order of the engineer be required (Ex. 4, p. 2, art. 1.3.2; p. 3, art. 1.4.4; p. 3, art. 1.4.6).

There is nothing in the contract or bond which requires notice to or consent by the surety in order to validate changes in the work (Ex. 3, 5).

The original contract price, based on estimated quantities was $7,868,033.00 (Ex. 3). The admitted changes and extra work here ordered were only an insignificant fraction of the original price (See Ex. 8-17). According to the engineer's estimate of work actually performed by DeLong, the net value[⊛] of changes and extra work amounted to $211,689.84 (Ex. 163, pp. 5, 6, Price Agreements #1-7; Extra Work Orders #1-4). Although this, of course, is a substantial sum in itself, it is only about 1/37th or less than 3% of the original contract price. The Court was certainly justified in finding that changes and extras amounting to less than 3% of the contract price were within the contemplation of the parties.

Notice, and Cancellation of Contract—Findings

As to cancellation of the contract,

> "The Court further finds that Defendant Travelers had valid notice of said contract cancellation, and that the Commission meeting and satification at the time of cancellation was valid in all respects." (Ab. 24)

Notice to Travelers of Cancellation—Evidence

Plaintiff does not understand there to have been any issue as to Travelers' receipt of notice of cancellation of the contract. Plaintiff alleged in paragraph VIII of its complaint that it had, by written notice to DeLong and Travelers, terminated the contract (Ab. 2, Supp. Ab. 151). Travelers denied paragraph VIII, but admitted receiving the writing described therein (Ab. 7). Thus, Travelers admitted receiving notice of the cancellation, but denied that it

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[⊛] One change, under Price Agreement #3, resulted in a credit to the State of $6,843.60.

was effective, apparently. Hence, the trial Court's remarks regarding notice to Travelers of the cancellation appear to be surplusage.

It may be pertinent to note that in the notice of cancellation, Travelers was advised that the State would thenceforth look to it, as surety, for completion of the contract (Ex. 21), and was subsequently given reasonable opportunity to do so (Ex. 23, 24), which Travelers refused to do (Ex. 408).

Validity of Cancellation—Evidence

The Court's remarks on this subject may require some explanation, since defendants during the trial raised a contention that, aside from the substantive question of whether cancellation was justified, the mechanics of cancellation were somehow defective. The gist of this contention was to the effect that the Commission's decision to terminate the contract was not taken at a regular scheduled meeting but at a specially called telephonic meeting. Defendants urged that the termination letter (Ex. 21) was thus not properly authorized by the Commission (See Tr. 537; 540, 541), and was ineffective.

On this appeal, defendants have included in their "Statement of Facts" some argumentative material relating to the termination procedure (App. Br. 136-138). However, the contention that the procedure was invalid has not been assigned as error, and has presumably been abandoned.

Nevertheless, it is deemed appropriate to refer back to the evidence relating to the termination procedure outlined above (supra, pp. 5, 6).

Plaintiff's Claim for Actual Damages from Delay; Foreseeability Thereof—Findings and Conclusions

The trial Court rejected plaintiff's claim for certain damages arising out of delay in opening the bridge:

> "The Court rejects Plaintiff's claim for damages in reference to the continued operation of the ferry; the failure to receive a proportionate share of loss-money from the State of Washington, and the loss of revenue from the operation of the bridge, in that these items were not reasonably contemplated by the parties at the time the contract was formed." (Ab. 24)

Plaintiff believes the Court erred in rejecting these claims, to the extent and for the reasons set forth in its Second Assignment of Error on Cross-Appeal (infra p. 140).

Liquidated Damages for Delays Following Termination—Findings

After rejecting plaintiff's claim for actual delay damages, the trial Court found as follows:

> "However, the Plaintiff is entitled to an additional amount other than stated above, in the form of liquidated damages, occasioned by the delay caused by the Defendant, for a period of 476 days at $2,000.00 per day, or the amount of $952,000.00." (Ab. 24, 25)

Although this portion of the Court's opinion is cast in the form of a conclusion of law, i.e., that plaintiff is entitled to recover a certain sum of money, it also contains the explicit or implicit finding of fact that DeLong caused delay for a period of 476 days. When considered together with the Court's previous determination that liquidated damages for delay prior to termination were not recoverable (See First Assignment of Error on Cross-Appeal, infra, p. 132), it is apparent that this finding relates to 476 days delay after termination.

For reasons discussed below, plaintiff believes that this factual determination is supported by the evidence. Plaintiff also believes the legal conclusion that liquidated damages at the agreed rate of $2,000 per day (Ex. 3, pp. 39, 40) are recoverable is correct if the Court was correct in rejecting Plaintiff's claim for actual damages arising out of post-termination delays. (See Answer to Assignment of Error No. 9, infra, p. 93, and Second Assignment of Error on Cross-Appeal, infra, p. 140). Plaintiff recognizes that it should not collect both actual and liquidated damages arising from the same period of delay; however, it also contends that it is clearly entitled to recovery of one or the other.

Period of Delay—Evidence

This discussion should be prefaced by a review of the pertinent contract provisions regarding time for completion, liquidated damages and termination of the contract.

The requirement of timely completion and its purposes are described as follows:

> "Time is of the essence of the contract. * * * Inasmuch as any delay in the prosecution of the work will inconvenience and be expensive to the traveling public, obstruct traffic, interfere with and delay business and commerce, and increase the cost to the State, it is essential that the work be pressed vigorously to completion." (Ex. 3, p. 39)

The reason for agreeing as to liquidated damages in the event of delay is that:

> "* * * [I]n case all the work * * * is not finished or completed on the calendar dates called for in the contract, damage will be sustained by the State of Oregon, and * * * it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delays * * * *" (Ex. 3, p. 39)

The work was, for completion time purposes, divided into four units, with separate completion dates from October 31, 1963 to June 30, 1964 (Ex. 3, p. 2). It was agreed that liquidated damages at the rate of $2000 per day would be assessed against the unit or combination of units having the longest overrun in time beyond the specified completion time (Ex. 3, p. 40).

It was expressly agreed that permitting the contractor to continue working on any part of the work after the time for its completion would not operate as a waiver by the State of any of its rights (Ex. 3, p. 40).

Increases in the time for performance could be granted by the Highway Commission, but only upon written request by the contractor, if completion of the work was delayed by specified causes described as "Temporary suspension of work and delays occasioned by error or changes in the plans or quantities or specifications of the contract, failure of the State, its representatives and its other contractors to act promptly in carrying out obligations and duties, and failure of the State to submit the contract and bond to the contractor within twenty (20) days of the date of receiving bids * * * *" (Ex. 3, pp. 40, 41).

The assessment of liquidated damages was definitely not intended as the exclusive remedy for any and all breaches of duty by the contractor:

> "Payment of liquidated damages shall not release the contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the State's right to collect any additional damages which it may sustain by failure of the contractor to carry out the terms of his contract, it being the intention of the parties that said liquidated damages be full and complete payment only for failure of the contractor to complete the work on time." (Ex. 3, p. 40)

Nor was termination of the contract intended as the State's sole remedy for the contractor's default; after providing for termination of the contractor's employment and cancellation of the contract, the parties agreed that:

> "* * * [I]n the event the Commission should cancel the contract, neither the contractor nor his surety shall be relieved from damages or losses suffered by the State on account of the contractor's said breach of contract.
>
> "It is understood and agreed that the Commission may, at its discretion, avail itself of any or all of the above rights or remedies and that in invoking of any one of the above rights or remedies will not prejudice or preclude the Commission from subsequently invoking any other right or remedy set forth above or elsewhere in the contract." (Ex. 4, pp. 16, 17, art. 1.8.7).

Under the contract, termination was effective seven days after receipt by the contractor of the termination letter dated April 2, 1964 ,or on April 13, 1964 (Ex. 4, p. 16; art. 1.8.7).

Plaintiff sought recovery of liquidated damages for delays up to April 13, 1964, the effective date of termination (Ab. 2); this claim was denied by the trial Court (see supra, p. 31); Plaintiff also sought recovery of additional liquidated damages from April 14, 1964 until December 5, 1966, the date of completion of the pier contract by another contractor (Raymond International). (Ab. 2).

As will be noted later (infra, pp. 96-98), many of the cases hold that in a case such as this the owner is entitled to recover liquidated damages for such period after abandonment or termination as was reasonably required to complete the work by other means. Here, the Court evidently believed that the full period of 966 days from termination of DeLong's contract until final completion of the pier contract exceeded a reasonable time.

The evidence showed that the last of the piers was turned over to the superstructure contractor (U. S. Steel) on August 2, 1965 (Ex. 333), although substantial work was done by Raymond after that date (Ex. 35). From April 14, 1964 to August 2, 1965 amounts to 476 days, which period the Court regarded as reasonably necessary for completion of the piers.

Although plaintiff believes that recovery for a longer period could also have been sustained, the Court's determination that this was a reasonable period is accepted. It is evident that DeLong's refusal to proceed, and the events flowing necessarily therefrom caused delay to the other contractor who was required to erect the superstructure upon the piers to be constructed by DeLong, and accordingly delayed the State and the public in the completion of the entire bridge. After termination, Travelers was given reasonable opportunity to take over the pier construction if it saw fit, which it did not do (See Ex. 23, 24, 408). After advertising for bids, the contract for completion of the piers was awarded on July 13, 1964 (Tr. 496-498; 4634; Ex. 25, 26).

The Court could and apparently did believe that when the pier completion contract reached the point where all the piers were turned over to the superstructure contractor on August 2, 1965, the delay in completion of the entire structure which flowed from DeLong's breach had terminated. Subsequent time required by Raymond in completing pier fenders and other incidental work would not, perhaps, affect completion of the entire structure by others. Arguably, the time required for completion of the superstructure after the piers were completed would not be affected by the prior delay in completion of the piers.

Hence, the record supports the Court's finding that DeLong's breach caused 476 days delay after termination of the contract, and that such period was a reasonable time for completion of the work, at least for purposes of determining the period for which liquidated damages were allowable.

Possession of Equipment and Materials—Findings

The trial Court found that:

> "Plaintiff notified the Defendant that they elected to take possession of certain materials and equipment on the job site at the time of the termination. This, Plaintiff had a right to do, under the terms of the contract, in order for the Plaintiff to turn over said materials and equipment to a subsequent contractor, and in computing the damages above Defendant was given credit for value of said materials and equipment." (Ab. 25).

In paragraphs XVI and XVII of its Complaint, Plaintiff alleged that on April 10, 1964, pursuant to the provisions of the contract, it notified Defendants in writing of its election to take possession of certain of DeLong's materials and equipment for use on the pier construction contract, that DeLong refused to deliver the materials and equipment, and that plaintiff, in accordance with the terms of its contract, had credited DeLong for the purchase and placement of the materials and equipment (Ab. 2, Supp. Ab. 153). Plaintiff prayed for a declaration that DeLong was obligated by its contract to turn over the materials and equipment without charge upon termination, and that Defendants be given credit therefor only in accordance with the terms of the contract (Supp. Ab. 155).

Defendants denied these allegations, except admitted receiving the notice of April 10, 1964 (Ab. 6, 7).

Notice, and State's Right to Possession—Evidence

The contract provides that, upon receipt of the Engineer's certificate of sufficient cause, the Commission may terminate the contract "* * * and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient" (Ex. 4, p. 16, art. 1.8.7).

The written notice of April 10, 1964, which defendants admitted receiving, referred to the April 2 notice of cancellation, and advised that in addition to the items mentioned therein,[9] it had been determined necessary for the State to take possession of designated equipment and materials, consisting of described steel forms, a lifting spider attachment to precast shells, steel skirts cut for Pier 5, and certain jigs and bases. Defendants were also directed not to remove the described items, and were advised that the State found it necessary to retain possession of the Tongue Point storage area, leased by DeLong from the Navy (Ex. 22).

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[9] The cofferdam in place at Pier 169; See Ex. 21.

There was evidence that the State's award of the pier completion contract to Raymond was on condition that this material and equipment were to be available at no additional cost to the State (Ex. 411, 412), and that at a pre-award conference, Raymond advised the State that it had already made arrangements to use DeLong's equipment and supplies (Ex. 0-10; Tr. 7749, 7750).

Reasonable Value of Materials and Equipment—Evidence

The equipment and materials involved were, in fact, used by Raymond in completing the piers. (Tr. 509-521; 3100). In computing the value of work done by DeLong, Mr. Ellison allowed DeLong credit for the reasonable value of these items, based on the remaining useful life thereof and the original invoice cost to DeLong (Tr. 525-527; 560, 561; 569-571; 3092-3104; Ex. 163; 269, 270). Presumably, the trial Court's statement that in its computation of damages, it also allowed credit for the value of said materials and equipment can be accepted as true.

The amounts credited to DeLong for the use of this equipment by Raymond in finishing the work (Tr. 569-571) were reasonable and aggregated $162,596 (Tr. 3092-3104).㉛

Delay to Superstructure Contractor—Findings

The trial Court found that:

> "It is evident from the foregoing that any delay from the date of cancellation caused to the United States Steel Corporation, the successful bidder for the superstructure, is the fault of the Defendant and the Court so declares." (Ab. 25)

Applicable Contract Provisions—Evidence

Under the State's Standard Specifications, DeLong, like the other State contractors, was obligated to cooperate with other contractors, and agreed that where one contractor's operations are within the limits or adjacent to the operations of another "* * * each shall be responsible to the other for any damage, injury, loss,

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㉛ The separate items were steel forms, $113,840 (Tr. 3100); lifting spider, $10,540 (Tr. 3101); girder soffit, $22,650 (Tr. 3102); precast shell false work, $15,566 (Tr. 3103).

or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or any other cause." (Ex. 4, p. 5, art. 1.5.6)

This provision was supplemented by specific notice that the State planned to let a contract for construction of the Steel Spans 5-19 and 160-171 about February 1963 (Ex. 3, p. 5). These spans were the superstructure to be built on top of the piers to be built by DeLong (Ex. 5, Dwg. No's. 17601, 17604). The steel superstructure contract was actually awarded May 10, 1963, to United States Steel Corporation (Ex. 155).

Obviously, delay in completion of the piers would delay completion of the steel superstructure to be erected thereon.

Extent of Delay in Superstructure Work—Evidence

U. S. Steel was originally required to have its work, except for final painting, completed by April 30, 1965, so that the bridge could be opened to public travel (Ex. 155, p. 2). In fact, the bridge was not completed to that stage until July 29, 1966 (Tr. 611-613).

The superstructure contract specifications advised that the piers were scheduled for completion on the dates specified in the DeLong contract: Piers 170-175 on October 31, 1963; Piers 5-12 and 160-167 on November 30, 1963; Piers 168 and 169 on January 31, 1964, and Piers 13-20 on June 30, 1964 (Ex. 155, p. 4; *cf.* Ex. 3, p. 2).

The piers actually become available for work at various times from September 6, 1963 to August 2, 1965 (Ex. 333-339). The shore piers with which U. S. Steel was concerned, Piers 171 and 172, were available early, but all the river piers became available from 2½ to 19 months late (Ex. 339). The various dates when U. S. Steel began work on each pier, varying from the same day to 3 months after individual piers became available, are conveniently tabulated on Ex. 391.

This kind of evidence, of course, would be insufficient to resolve U. S. Steel's claim for delay damages (See Ex. 156), since it does not take into account a number of factors such as the reasons for such delay as occurred after the piers were available and before U. S. Steel started work on them. However, the plaintiff did not ask and the Court did not undertake to rule on the merits of the U. S. Steel claim.

The evidence does show that the delay in completion of the piers was at least a substantial factor in delaying the superstructure work, and in delaying the completion and opening of the bridge to public travel.

Since the trial Court's Findings and Judgment establish that DeLong's breach justified the State in terminating its contract, it follows as night follows the day that the delay in completing the bridge which flowed from the termination was also caused by DeLong's breach, and that as between the present parties Defendants are responsible for such delay. This is what the Court held, and it was manifestly correct. See Answer to Assignment of Error No's. 10 and 11, infra, p. 99).

Attorneys Fees—Findings

As to attorney fees:

> "The Court further finds that Plaintiff is entitled to Attorney fees in reference to above entitled cause and suggests that the respective attorneys and the Court set a date for hearing on this matter." (Ab. 25)

A hearing thereon was held on May 22, 1969, which proceedings were reported and separately transcribed (Supp. Tr. 1-147, May 22, 1969). After hearing evidence, the Court allowed plaintiff attorney fees in the amount of $250,000. (Supp. Tr. 147)

Right to Attorney Fees—Evidence

Evidence has already been reviewed which shows that Travelers knew well in advance of the contract termination that trouble was brewing, and that a loss under its bond was a possibility (supra, pp. 33, 34). Evidence has also been noted establishing that Travelers was notified of the termination, and given the opportunity to literally perform the condition of the bond by completing the contract, if it saw fit, and that it did not see fit to do so (supra, pp. 36, 37). Indeed, Travelers admitted the demands against it under the bond, on and after April 2, 1964 (Ab. 7).

It will also be observed that the bond itself makes no requirement for a "proof of loss" such as is found in some kinds of insurance policies, and as is mentioned in ORS 743.114 (Ex. 3, Section IV, "Performance Bond").

In its complaint, plaintiff alleged Travelers' failure to complete the work, after notice, that more than six months had elapsed, and that $250,000 was a reasonable sum to be allowed as an attorneys' fee (Supp. Ab. 152).

Authorities establishing plaintiff's right to attorney fees on these facts are discussed in plaintiff's answer to Assignments of Error 12 and 13 (infra, p. 104).

Reasonable Amount of Attorney Fees—Evidence

Defendants apparently concede, by silence, that if plaintiff was entitled to recover an attorneys fee, the amount allowed by the Court ($250,000) was reasonable.

Three experienced trial lawyers called by plaintiff gave their expert opinions that a reasonable attorney fee in this case would be, respectively, $375,000 (Supp. Tr. 72), $370,000 to $450,000 (Supp. Tr. 80), and from $340,000 to $390,000 (Supp. Tr. 97).

The amount allowed was obviously supported by the expert testimony as well as by the nature of the case, which was within the Court's personal knowledge.

Defendants' Contentions Unsupportable

As indicated above (supra, p. 3), plaintiff does not deem it necessary to re-argue all of the facts. It has been shown that the trial Court's findings are supported by the evidence. Where, as here, virtually all of the ultimate facts were in issue, and much of the evidence was controverted, it is not necessary to re-argue the evidence to demonstrate why the trial Court did not draw the inferences and find the ultimate facts as urged by the unsuccessful parties.

Nevertheless, in order to quell any lingering suspicion that the trial Court's evaluation of the evidence could have been misguided, it may be permissible to show, by a few examples, that defendants factual contentions are not well-founded.

Concrete Mix—Evidence

Much of defendants' argument on appeal is premised on the contention that a deficient concrete formula caused the failure of the seals at Pier 169. See, for example, Appellants' Brief at pp. 141-148; 155; 258-267. Upon examination, this contention is revealed to be supported only by dubious inferences drawn from the flimsiest of evidence.

The gist of the argument is that some laboratory reports on samples taken before the concrete was poured at Pier 169, which were tested for compressive strength (Ex. A-15), show that what counsel refers to as "a 1.2.4 mix" was used, and that, according to two out of three of *plaintiff's* experts, i.e., Gerwick and Elliot, the mix shown by the laboratory reports would be unsatisfactory (App. Br. 260-262).

Both ends of this argument are untrue.

The lab. reports (Ex. A-15) do not refer to a "1.2.4 mix," whatever that is. They do refer to a "Nominal Mix" by weight of 94:177.5:378.3. They do not purport to show whether the actual composition of the samples conformed to that "nominal mix." The only test results shown are for compressive strength. In each case, it will be noted, the compressive strength at 28 days was well in excess of the 3300 lbs. per square inch which the specifications required for Class A concrete (Ex. A-15; Ex. 3, p. 58).

These reports generally show nothing as to the proportions of fine aggregates, coarse aggregates and cement except that 100% of "Fine Agg." was "Sand," and that there were two size graduations of "Coarse Agg.", namely, "1½-1" and "1-#4." A few of the forms entitled "Control Tests of Concrete Mixtures" show that the Coarse Aggregates consisted of 54% 1½-1" rock, and 46% 1"-#4 rock. None purport to show the ratio of fine to coarse aggregates, although the printed form has a blank space for indicating the "Real mix", and a blank line for "Curve C" to show the respective percentages of Fine and Coarse aggregates. (Ex. A-15, sheet nos. 022518, 022519, 022520, 022521)

Further, defense counsel's questions to the witness Gerwick assumed a mix different from even the "nominal mix" reflected on the laboratory reports. Mr. Gerwick was asked about a mix with *five* bags or sacks of cement per cubic yard (Tr. 8439, 8440). Mr. Gerwick's answering illustration indicated *seven* sacks of cement per yard would be a better mix (Tr. 8440). The lab. reports uniformly show a *6.93* sack mix (Ex. A-15).

Further, both the lab. reports' "Nominal mix" (Ex. A-15) and counsels' assumed mix (Tr. 8439) were on the basis of weight, while the witness said "you cannot go by weight sir, and we go by volume, rocks are heavier than others you see." (Tr. 8441).

Defendants attribute to the Witness Elliott testimony that "such a mix," presumably counsels' 1:2:4 mix, would create a segregation problem (App. Br. 262). The record shows Mr. Elliot's testimony to have been that "Improperly graded mix could be more easily segregated," without indicating what an improperly graded mix would be except, perhaps, one with "so much aggregate and so little sand and cement in it that the mix will be very difficult to pour" (Tr. 8830).

Thus, the laboratory reports do not show what defendants claim for them, and the witnesses did not say what defendants say they said.

Further, despite defendants' near-hysteric denunciation (App. Br. 261), the State's project engineer Ellison gave direct testimony that the nominal mix by weight and the mix actually used at Pier 169 was 94 lbs. of cement, 168 lbs. of sand and 273 lbs. of coarse aggregates (Tr. 8579-8586), and that this is the mix reflected in the batching records (Ex. 488; Tr. 8585, 8586).⑨

Even it is assumed, arguendo, that there was doubt as to what mix was actually used (See Answer to Assignment of Error No. 5, re Ex. 488 and 489, infra, pp. 86-88) at Pier 169, the testimony and Exhibit A-15, upon which defendant so heavily relies, fall far short of showing that an improper mix was used. Exhibit A-15 was identified only by C. A. Gardner, Salem office engineer for the Highway Department's bridge division (Tr. 7343, 7373). No one

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⑨ Ex. 488, the Pier 169 batching records, was extracted from Ex. 468, the batching records for the entire job (Tr. 8370).

testified as to the significance of the term "Nominal mix" used therein, but a dictionary definition of "nominal" is: "Existing in name only; not real or actual" (Webster's New Int'l Dictionary, 2d Edition, Unabridged). Yet defendants now urge that Ex. A-15 is "unimpeachable" proof that an improper mix was used at Pier 169 (App. Br. 260).

None of Defendants' witnesses who gave their opinions on the subject even suggested that a bad mix had any relation to the failure of the seals at Pier 169 (See Tr. 5460-5462; 6447; 6783), and it is little wonder the trial Court did not deem it necessary to specifically comment on the belated "bad mix" argument (See App. Br. 155).

Assumption of Responsibility—Evidence

Defendants state as a fact that a meeting on November 5, 1963, the State "agreed to assume responsibility for further work" at Pier 169, and that such agreement is embodied in Ex. W-1, a letter dated November 6, 1963 (App. Br. 110). Defendants apparently mean that the State became an insurer of the success of all defendants' operations, or at least they urge that this shows "* * * an undisputed assumption of risk by plaintiff for work after November 5, 1963 at Pier 169" (App. Br. 279).

Plaintiff disputes that there was an "undisputed" or other assumption of risk.

To the extent that the letter of November 6 (Ex. W-1) purports to do anything, the first two paragraphs thereof recite various statements made at the previous meeting. The third paragraph, which is the only one speaking of "conditions outside * * * our contract," or responsibility, or the like, merely purports to reiterate DeLong's position, not to record any "agreement" by the State.

Wendell Wyatt, who was one of DeLong's attorneys at the time (Tr. 7459, 7460), and who participated in the drafting of Ex. W-1 (Tr. 7466), agreed that the third paragraph merely recites what DeLong reiterated at the meeting, and states what DeLong's position was at the time, rather than stating any "agreement" by the parties (Tr. 7484).

As to the State's "assurance" that scour conditions were such that it was satisfactory to proceed with the work at Pier 169, Messrs. Merchant, Ellison and Paxson all testified that they attended the meeting of November 5, 1963 (Tr. 4232; 2005; 4746), and that Colonel DeLong agreed that there was no reason, from an engineering and construction standpoint, why he could not proceed (Tr. 4233; 2791, 2792; 4748). Apparently, DeLong's apprehension about going ahead, if any, was based on concern as to legal consequences, rather than construction problems, as the Colonel expressed his intention to proceed immediately if his lawyers didn't stop him (Tr. 2791, 2792; 3934; 4233; 4751; 7492).

Nor would Ex. W-1, even if it did express some "agreement" (*Cf.* Answer to Assignment of Error 14-A, infra, pp. 107, 108), constitute any defense to DeLong's refusal to finish the job, since the trial Court specifically rejected defendants' contention that the scour had anything to do with the eventual failure of the seals at Pier 169, long after the scour had been corrected (Ab. 23; discussed supra, pp. 24-26).

Adequacy of Plans and Specifications—Evidence

Defendants contend that the State's plans and specifications were inadequate for DeLong to finish the job, at Pier 169 and elsewhere (App. Br. 149; 294, 295).

Contrary to defendants' implication, the contract did not obligate plaintiff to issue additional plans or specifications upon demand by the contractor, but only "as may be needed" to meet any construction or conditions not covered by the original plans and specification (Ex. 4, p. 3, art. 1.4.3).

The question of when additional or supplemental plans or specifications are "needed," is equivalent to the question whether the original plans and specifications are adequate, which is committed to the engineer, under his agreed power to finally and conclusively determine, *inter alia,* all questions concerning the interpretation of plans and specifications (Ex. 4, p. 4, art. 1.5.1).

Plaintiff's engineers were in accord that no additional plans or specifications were necessary (Tr. 2003, 2004; 2191, 2193; 4492, 4493;

4837, 4838), except for a change in piling at Pier 6, for which additional plans were issued (Tr. 4522; Ex. 332).

That plaintiff's engineers were correct in this determination is perhaps best demonstrated by a large, unnumbered exhibit; the Astoria Bridge stands today on piers which were completed under plans and specifications the same as those originally issued to DeLong.

Defendants seek to overcome this obvious answer to their contentions by urging that the Raymond plans and specifications were materially different than those issued to DeLong (App. Br. 139, 295).

In fact, the only additions to the completion plans and specifications were to show the status of the work when it was turned over to the completion contractor, and to show how to "tie in" remaining work with completed work (Tr. 496-499; 2483-2487; *Cf.* Ex. 3, 5 with Ex. 25, 26).

Counsel for DeLong asserted that the completion plans had "a lot of different things on them which conflicted with * * * *" the DeLong plans (Tr. 52). In their only attempt to prove this, defendants had Ex. Q-15 prepared by Mr. Wendel (Tr. 7932) and, for some reason, delivered to Mr. Taite (Tr. 7933) and presented by him.

This exhibit purports to show 58 differences between the DeLong plans (Ex. 5), and the final "As Constructed" plans. (Ex B-5)[9] Presumably this was intended to convey the impression that there were 58 material or significant differences. At least the exhibit itself does not indicate any intention to disclose insignificant information.

In any event, cross-examination developed the fact that even Mr. Taite regarded only 10 of the 58 purported "differences" as significant. The first eight listed items of difference were either not differences at all, or were of no significance. (Tr. 7935-7945) Items 12 and 13 he regarded as insignificant. (Tr. 7958) Items 15 through 20 were insignificant. (Tr. 7968-7971) Thus, of the first 20 "differences," only four were deemed by Mr. Taite as significant, i.e., those numbered 9, 10, 11 and 14.

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[9] Why defendants chose to use the "as constructed" plans, rather than the plans issued to Raymond (Ex. 26) was unexplained.

Of the "differences" numbered from 21 to 58, only six were deemed significant by Mr. Taite and defense counsel; those numbered 23, 29, 49, 50, 51 and 52. (Tr. 7973)

Let us examine briefly the ten "differences" which Mr. Taite deemed significant:

Item 9 was deemed significant in showing some added overburden, and a revision in Pier 5 bottom elevation from –47 to –46.33, or two-thirds of a foot, some eight inches. (Tr. 7945, 7946) He did not know that DeLong had blasted in the area, or what caused any change in rock elevations. (Tr. 7947)

There was evidence that DeLong had used excessive quantities of explosives at Pier 5 (Tr. 1741, 1742). The specified bottom elevation for Pier 5 was –47 feet (Tr. 1695; Ex. 5, D'wg. No. 17607). According to defendants' witness Strasser, the drill holes for blasting were taken down to elevations below –50 feet (Tr. 5252). According to another defense witness, at least some of these holes were loaded to the bottom (Tr. 5548).

Mr. Taite didn't know why the two plans showed this slight change in rock elevation, or why existing overburden was shown at all (Tr. 7947).

Item 10 was deemed significant in that the "As Constructed" plans showed 24 inch minus rock around a series of bell piers (6-20), while the DeLong plans did not indicate a specific size (Tr. 7948). This refers to Drawing No. 17608, which is in the DeLong plans (Ex. 5), the Raymond plans (Ex. 26), and the "As Constructed" plans (Ex. B-5). Under the Raymond plans (Ex. 26) and specifications (Ex. 25), Raymond had the option of selecting whatever size rock it saw fit, limited only by the requirement of suitability for purpose. DeLong had the same option. This is not a difference at all, but merely shows what size rock was, in fact, placed by Raymond, under an option available to both contractors.

Mr. Taite testified that Item 11 was significant (Tr. 7950). However, upon cross-examination, he admitted that all portions of Item

11 were insignificant except for the notation that Raymond had backfilled the over-excavation at Pier 18 (Tr. 7950-7953). The significance of this is illusory.

Mr. Taite claimed that Item 14 was significant but that he did not know the degree of significance (Tr. 7965). Plaintiff submits that Mr. Taite was not familiar with the facts concerning Item 14 (Tr. 7958-7965), and not qualified to form an opinion as to whether or not the item was significant.

Item 23 involved Pier 169; Taite stating the fact the seal was 20′ 6″ in thickness and the fact that the rejected seal was removed to elevation –65, and the new seal was poured by the prepacked concrete method, was significant. The change in elevation to –70 was made during the life of the DeLong contract. It is significant that DeLong also had the option of placing the original seal by the prepacked method (Tr. 7976). Mr. Taite also agreed that had DeLong removed the seal, it would have had to do the same thing that Raymond did (Tr. 7977). We submit that Item 23 did not represent a significant change from the original DeLong plan.

Item 29, it appears, simply repeated the same so-called difference covered in Item 23 (Tr. 7978).

Item 49 is concerned with plan 19901 from the as constructed plans (Ex. B-5). This is one of the sheets that Mr. Ellison testified was added to show the status of the work (Tr. 1781-1784; 1797). Mr. Taite admitted that the information shown on drawing 19901 that related to Piers 6 through 12 did not show any significant change that would affect the bidding (Tr. 7981).

The next claimed significant item was Item 50, which relates to drawing 19902, Ex. B-5, showing the status of construction at Piers 13 to 20 (Tr. 7982). On its face, Ex. Q-15, at page 6 under Item 50, states "no alterations" but Mr. Taite said there was some significance to the item. Mr. Taite claimed that the drawing showed a scour condition at Piers 18, 19 and 20 (Tr. 7982), but he then admitted that the plan or drawing does not indicate scour and actually shows the level of the stream bed (Tr. 7982, 7983).

Item 51 referred to the piles as driven at Pier 6 (Tr. 7987). The change from concrete to steel piles at this pier was pursuant to the provisions of the DeLong contract and was in accord with the agreement between DeLong and the State effecting the change (Tr. 829-840; Ex. C-4). In any event we submit that Item 51 was not significant.

Item 52 deals with contract drawing 19904 of B-5, which illustrates the status of the construction at Piers 168 and 169 (Tr. 7993). Here again this drawing was one of the sheets added to show the status of the work so that the prospective bidders on the completion contract would know the extent of the work required.

Considered individually or collectively, it is submitted that these so-called "differences" fail to show any change in design, or any inadequacy in the original plans. They primarily show, as Mr. Ellison testified (Tr. 499), the status of the work when the DeLong contract was terminated. Naturally, for bidders on the completion work to bid intelligently, they would have to be advised as to what had been done and what remained to be done. And, in some instances, e.g., Item #10, they merely indicate what was done by one or the other of the contractors as to details left open to their discretion.

Defendants also suggest that there is some significance to the Riprap contract performed by Umpqua River Navigation Company (App. Br. 140, 141). This contract shows on its face that it was for permanent pier protection, and that rock, except for "bedding and filling gravel" at three piers, was to be placed thereunder only after the piers had been completed (Ex. 28, also Ex. P., pp. 1-3). There was also testimony that the rock placed by Umpqua, in most instances much larger rock than that earlier used for scour control at Pier 169, was placed *after* the piers were completed (Tr. 2239). Obviously, this work was of no benefit to Raymond, and could not have benefited DeLong, in constructing the piers.

ANSWERS TO ASSIGNMENTS OF ERROR

ANSWER TO ASSIGNMENTS OF ERROR NOS. 1, 6, 7, 14, 15 and 17⊖

SUMMARY

In an action at law tried by the court without a jury, the Court's Findings of Fact, if supported by evidence, are not subject to review on appeal. A declaratory judgment proceeding where the principal issues are legal in nature will be treated as an action at law for purposes of review on appeal; the facts will not be tried *de novo*. Defendants, not having demanded at the commencement of the trial that the Court make special findings of fact and conclusions of law, cannot complain that the Court's findings are not sufficiently specific. The trial Court's findings and conclusions disclose the basis of the judgment, encompass the material issues, support the judgment, and are sufficient in form and substance.

ARGUMENT

The gist of defendants' argument on this appeal is that the trial Court believed the wrong witnesses, drew the wrong inferences, and found the wrong facts. See Assignments of Error No. 1, 6, 14 and 15. This argument is supplemented by urging that the Court's findings are not sufficiently specific (Assignment of Error No. 7), and that the Court should have reversed itself and adopted defendants' version of the facts (Assignment of Error No. 17).

Plaintiff believes that this approach is wholly improper for reasons to be discussed below.

Plaintiff also believes that if this Court is satisfied that the trial

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⊖ Most of the other Assignments of Error, i.e., Nos. 2, 3, 4, 5, 8, 9, 10, 11 and 16, although all except Assignment No. 8 are in form directed against admissibility of evidence or the nature of relief granted, also depend to a greater or lesser degree on reweighing and evaluating the evidence. Only Assignments of Error 12 and 13 are relatively free of factual argument.

Court's findings are supported by evidence,⊛ there will be very little left to rule upon, since even defendants' claims of error nominally directed toward the admission of evidence (Assignments of Error 2, 3, 4 and 5) or the nature of the relief granted or withheld (Assignments of Error 9, 10, 11 and 16) depend to a considerable extent upon their evaluation of the evidence, rather than upon the facts found to exist by the trial Court.

To the extent deemed necessary, plaintiff includes in this brief answers to individual assignments of error, after discussion of the reasons and authorities supporting plaintiff's principal position that this was and is primarily a factual case, that the trial Court spent literally months hearing and weighing conflicting evidence and decided the controlling facts contrary to defendants' contentions, and that defendants have not shown and cannot show any reason in fact or law why that decision should be changed by this Court.⊛

Finality of Trial Court's Findings

The organic law provides that no fact tried by a jury shall be re-examined in any court of this state, unless the reviewing court can affirmatively say there is no evidence to support the verdict. Oregon Constitution, Am. Art. VII, § 3.

In an action at law tried by the court without a jury, the court's findings upon the facts shall be deemed a verdict. ORS 17.435. The legislature has confirmed that on appeal in an action at law, the scope of review shall be as provided in Am. Art. VII, § 3; a verdict or factual finding by the Court may be re-examined only if there is no evidence to support it. ORS 19.125 (1).

The Supreme Court has consistently held that the above provisions mean what they say, and has refused to tamper with the trial court's findings of fact, when supported by evidence.

The rule was applied in *State Highway Com. v. Brassfield, et al.*, 228 Or 145, 363 P2d 1075 (1961). That was an action brought in

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⊛ Defendants do not seem to seriously contend that the findings are not supported by the evidence, except perhaps by implication in their claims that a nonsuit should have been granted (Assignment 6) and that different facts should have been found (Assignments 14, 15 and 17). See also App. Br. at 322, where implied that the record is "devoid of evidence" to support the opinion.

⊛ Plaintiff is not, of course, waiving its contentions on cross-appeal, relating to damages recoverable by plaintiff.

the name of the state upon relation of a subcontractor, to recover money due under a paving contract from the prime contractor. After trial, without a jury, the court entered judgment for plaintiff upon a general finding. On appeal, defendant urged error in the trial court's refusal to vacate the general finding for plaintiff and to adopt defendants' proposed findings. In affirming the judgment, the court said, in part:

> "* * * In finding for the plaintiff, the trial court necessarily adopted the plaintiff's version of certain facts * * * * Since there was adequate evidence to support the trial court in so doing, there is nothing for this court to review in that connection." 228 Or at 149.

In *Miller Lumber Corp. v. Miller,* 225 Or 427, 438, 357 P2d 503 (1961), it was tersely but unambiguously held that:

> "This was an action at law. There was substantial evidence to support the court's findings and they are conclusive."

Maeder Steel Products Co. v. Zanello, 109 Or 562, 220 P 155 (1924), was an action to recover a balance due for goods sold. On appeal from an adverse judgment, defendants attacked the findings as insufficient. In affirming, the court distinguished between evidentiary and ultimate facts, stressing that there was no need to set forth evidentiary facts.⑨ The law was summarized as follows:

> "These questions have been before the court so often that it should not require the citation of any authority to support the proposition that whenever a case is tried by the court without the intervention of a jury, findings must be made by the court on all material issues; that the facts found must be sufficient to sustain the judgment; that such findings are analagous to a special verdict, and, like a verdict rendered by a trial jury, can be set aside only when the court can affirmatively say that there is no evidence in support thereof." 109 Or at 575.

In the same case, it was also said that "The briefs contain a very full discussion of the evidence, but we are precluded from weighing the evidence. The lower court has found the facts." 109 Or at 579.

Case is an Action at Law, as to Appellate Review

Defendants contend that this is a suit in equity and as such requires this Court to review the evidence *de novo*. App. Br. 321, 322.

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⑨ *Cf.* defendants' proposed findings, App. Br. 27-62.

A second "reason" advanced for a *de novo* review is the "double standard" argument for which, it is noted, no authority is cited and no merit is apparent. (App. Br. 322) As to this argument, see also plaintiff's Answer to Assignment of Error No. 8, infra, pp. 90, 92.

Thirdly, defendants argue that this Court should exercise its inherent power to review the record *de novo* because the record is "devoid of evidence to support the lower court's opinion." (App. Br. 322). This suggestion must be frivolous. There is overwhelming evidence in support of the trial Court's findings. See the brief outline in plaintiff's Statement of Facts, supra, pp. 2-46.

The only colorable argument for a *de novo* review of the facts is the contention that this is the kind of declaratory proceeding which will be treated, for appellate review purposes, as a suit in equity. Conceding that such procedure is proper in some cases, it can have no application here.

In the first place, the contention that this is a suit in equity, or equitable in nature, is a 180-degree reversal from the position consistently taken by both defendants throughout the trial, as well as contrary to the trial Court's view (Tr. 4927, 4928; 4977; 4979, 4980; 5079-5083). Plaintiff took the position that a declaratory proceeding was *sui generis,* partaking of the characteristics of both law and equity (Tr. 5026).

Defendants moved for a judgment of involuntary nonsuit, as in an action at law, upon the ground of insufficiency of the evidence (Tr. 4977). On this appeal, defendants contend it was error to deny their motion for nonsuit. Assignment of Error No. 6, App. Br. 199. This is significant in that in equity, there is no motion for involuntary nonsuit, or its equivalent, upon the ground of insufficiency of the evidence. ORS 18.220; 18.230.●

Not until after the trial Court rendered its decision, when defendants interposed a strange Motion (Ab. 25, 26), did anyone contend that this case should be deemed a suit in equity. The trial Court denied that Motion (Ab. 26).

Further, it is clear from the nature of this case that, although

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● Dismissal of an equity suit for failure of proof without prejudice to another suit may be allowed only "on motion of the plaintiff." ORS 18.220. At law, on the other hand, *defendant* may move for a nonsuit for failure of proof. ORS 18.230.

declaratory relief is also sought, it is essentially legal in nature rather than equitable. Plaintiff contends that defendant breached its contract, and seeks to recover money damages. DeLong claims plaintiff breached the same contract, and seeks by counter-claim to recover damages for such breach. Neither the requests for declaratory relief, nor Travelers' ill-founded defense of rescission change the basic nature of the case—an action for breach of contract.

Under these circumstances, the law is clear that a declaratory proceeding will be treated as an action at law upon appeal, and that the facts will not be tried *de novo*.

Williams v. Stockman's Life Ins., 250 Or 160, 441 P2d 608 (1968), was an action on an insurance policy, where plaintiff sought a declaration of his rights under the policy, a judgment for sums presently due, and an order requiring defendant to make certain payments accruing in the future. It was held that a proceeding, although in some respects declaratory in form, which states a cause of action at law, and is treated as such throughout the trial by the parties, will not be treated on appeal as in equity. Hence the Supreme Court declined to review and weigh the evidence *de novo*. 250 Or at 165-168.

Also, in upholding the right to recover attorney fees under ORS 743.114 (relating to "an action" on an insurance policy), the Court said:

> "As we have already held, this is an action, which the law recognizes, by an insured to recover damages for breach by an insurance company of its contract of insurance. The case has declaratory judgment overtones, but its essential nature is not, for that reason, altered." 250 Or at 172.

In *Reif v. Botz*, 241 Or 489, 406 P2d 907 (1965), it was held that a proceeding purporting to seek a declaration of the amount due for money allegedly loaned, whether treated as an action for declaratory judgment or as an action to recover money, was legal in nature and defendant was entitled to a resolution of factual questions as in an action at law. Accordingly, it was further held that since the findings of the trial judge, in an action at law, are entitled to the same finality as a jury verdict, his findings must be sustained if there is any evidence to support them. 241 Or. at 491

And in *First National Bank v. Malady*, 242 Or 353, 408 P2d 724 (1966), a declaratory proceeding to determine coverage under an automobile policy, it was held that the determinative issue of who was driving the car was factual and for the jury. The Court further said:

> "The other issues argued as to what the evidence did or did not prove actually relate to the weight and the truth of plaintiff's evidence and the inferences to be drawn from it. This was jury work. The evidence was sufficient to go to the jury to answer the direct question put to the jury * * * * We find nothing to cause a reversal." 242 Or at 359

Under these authorities, the declaratory aspects of this case do not require a *de novo* review of the evidence on appeal. On the contrary, they clearly require that in a case where the primary issues are of legal cognizance, i.e., breach of contract, damages, etc., the case must be deemed an action at law for purposes of appellate review. This is especially true where, as here, the parties and the trial Court consistently treated the case as an action at law throughout the trial.

Defendants are Not in Position to Challenge Specificity of Findings

Defendants contend that by virtue of *plaintiff's* pre-trial demand for special findings of fact and conclusions of law, the trial Court erred in refusing defendants' motion to withdraw its opinion, and to make other and different findings and conclusions. The argument is that the findings are not sufficiently specific. (Assignment of Error No. 7, App. Br. 202-207)

Preliminarily, it should be noted that the trial Court stated at the outset of its opinion that it "* * * hereby makes he following findings". (Ab. 22) Also, in the Judgment entered, the Court expressly "confirmed and adopted" its letter opinion "as the Court's Findings of Fact and Conclusions of Law herein" (Ab. 72). Clearly, the Court intended its opinion to serve as the findings and conclusions required by ORS 17.431.

See *State Highway Com. v. Brassfield, et al.*, 228 Or 145, 149, 363 P2d 1075 (1961), where the Supreme Court said that a letter from the Court to counsel did not constitute findings under a prior statute● "* * * * but by the formality of a hearing could have done so." Here, it is submitted, the equivalent of such a formal heading was supplied by the Court's reference to "the following findings," confirmed and adopted in the formal Judgment.

In the absence of timely demand for special findings, the Court's findings could be either general or special. ORS 17.431 (2). Defendants made no timely demand for special findings under ORS 17.431 (1).

Plaintiff submits that defendants cannot rely upon plaintiff's demand to insist that the Court make special rather than general findings; plaintiff, which requested special findings, clearly could but does not raise this objection.● Defendants, in short, lack standing to raise the point, not having made a timely demand for special findings.

It must be conceded that ORS 17.431 does not expressly answer the question: may a party who has not made timely demand for special findings, object to findings as general, where the opposing party, who did demand special findings is satisfied that the findings made comply wth its demand? However, the cases construing this and similar statutes establish that the answer is "No," and that defendants cannot now object to a supposed failure to make special rather than general findings.

It is the law in Oregon and elsewhere that a party may, by failure to make timely demand, waive a statutory right to special findings. *Collis v. Cone,* 64 Or 157, 129 P. 753 (1913); *Adams v. Adams,* 89 Ida. 84 403 P2d 593, 597 (1965); *Koser v. Bohemian Breweries,* 69 Ida. 33, 202 P2d 398 (1949); *Casualty Reciprocal Exch. v. Waggoner Drilling Co.,* 340 P2d 490, 493 494 (Okl. 1959); *Sinclair Refining Co. v. May Bros. Oil Co.,* 118 Ohio App 263, 194 NE2d 75, 79 (1963); *Patrons, etc. v. School City of Kendallville,* 244 Ind. 675, 194 NE2d 718 (1963); *Rust v. Reeher*, 29 Ohio App.2d 148, 198 NE2d 783, 785 (1963); *Wiencko v. O'Brien,* 8 Misc.2d 267, 168 NYS2d 223, 224 (1957); *Lachman v. Houston Chronicle Publishing Company,* 375

● ORS 17.430; Repealed, L. 1965, c. 177, § 1.

● Plaintiff does not agree that the findings are not "special," but believes they are adequate for that purpose.

SW2d 783 (Tex. Civ. App. 1964); *Anderson v. West Bend Co.,* 240 Ark 519, 400 SW2d 495, 496 (1966).

If, then, defendants by failing to make timely demand for special findings waived their right thereto, they accomplished such waiver all by themselves, and nothing plaintiff did could "un-waive" what defendants had voluntarily relinquished.

It is also well-established that where *neither* party demands special findings, the Court is under no duty to make them. *Pietz v. Del Mar Investment Co.,* 247 Or 468, 431 P2d 275 (1967); *Myers-Lieber Sign Co. v. Weirich,* 2 Ariz. App. 534, 410 P2d 491 (1966); *Lenslite Co. v. Zocher,* 95 Ariz. 208, 388 P2d 421 (1964); *Highland Rlty., Inc. v. Indianapolis Morris Plan Corp.,* 136 Ind. App. 208, 199 NE2d 110 (1964).

It has been expressly held that the word "shall" in a statute or rule similar to ORS 17.431(1) does not mean it is reversible error to fail to make special findings, even where proper request is made, where the appellant fails to show prejudicial harm. *Lachman v. Houston Chronicle Publishing Company,* 375 SW2d 783 (Tex. Civ. App. 1964); *Wagner v. Riske,* 142 Tex 337, 178 SW2d 117 (1944).

Plaintiff has been able to find only one reported case involving substantially identical facts on this point.⑧ Unfortunately, it is not an appellate decision, but fortunately the decision is unequivocal.

In *Commonwealth v. Chace,* 48 Del. Co. 237, 238 (Pa. Com. Pl.1960), rev'd on other grounds, 403 Pa. 117, 168 A2d 569 (1961), the court considered a statute providing, *inter alia,* that:

> " 'The decisions of the Court shall be in writing, and, if requested by counsel for either party * * * shall state separately and distinctly the facts found, * * * and the conclusions of law.' "

It appeared that counsel for plaintiff had filed requests for findings and conclusions, but counsel for defendant had not. In holding for plaintiff, on defendants' exceptions to the Court's prior decision on the merits in plaintiff's favor, the Court said:

> "Because the plaintiff filed requests, the defendant charges that the trial Judge had a duty to set forth his findings in numerical sequence. The plaintiff argues that the individual findings

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⑧ In some of the cases cited above, it is not stated whether or not the prevailing party had requested special findings.

are abundantly clear. With this position we agree. Furthermore, defendant cannot be heard to complain since he filed no requests upon which the trial Judge could act."

All parties had a right, before trial, to demand special findings. Plaintiff chose to exercise that right. Defendants chose not to. They cannot now be heard to say that plaintiff, acting in its own behalf, saved for them the right which they chose to relinquish.

Findings are Sufficient in Form and Substance

Even if this Court believes that plaintiff preserved for defendants a right to object to the findings as general, the findings made by the trial Court are sufficiently specific, they disclose the basis of the judgment, encompass the material issues, support the judgment, and are in all respects sufficient.

State Highway Com. v. Brassfield, et al., 228 Or 145, 363 P2d 1075 (1961) is instructive on this aspect of the case. That was an action in the name of the highway commission upon relation of a subcontractor, against a prime contractor to recover money due under a paving contract. The trial court, after trial without a jury, entered judgment upon a finding which, *in toto*, was:

> "The court finds for plaintiff against defendants in the sum of $3,720.15."

In affirming the judgment, the Supreme Court rejected defendants' claim of error in not vacating the above finding, and odopting defendants' proposed findings, observing that defendants' proposed findings, if adopted, would have required the trial judge to reverse himself. The same observation is applicable here.

The Court in *Brassfield* went on to say that:

> "It would have served no purpose for the trial court to adopt the numerous, repetitious, irrelevant, and for the most part argumentative findings tendered by the defendants even if the trial court had been of the opinion that the defendants were entitled to prevail." 228 Or at 148.

Likewise here the defendants' proposed findings are numerous, repetitious, irrelevant and argumentative (Ab. 27-62; 67-70), and no useful purpose would have been served by adopting them.

In another pertinent passage, the Court in *Brassfield* illuminated the standards to be employed in considering the adequacy of findings:

> "On the narrow issues presented to the trial court, the general finding was adequate to support the judgment. It would be pointless to remand the case to the trial court to go through the motions of entering findings of a more detailed nature. The defendants know exactly what they owe the plaintiffs and why. This court, in reviewing the record, had no difficulty in discerning the basis of the judgment. *Maeder Steel Products Co. v. Zanello,* 109 Or. 562, 572, 220 P 155." 228 Or at 149.

In the case at bar, perhaps the issues are not so narrow that a general finding, like that in *Brassfield,* would be sufficient. But it would be equally pointless to remand the case for the trial court to go through the motions of making more detailed findings. The trial Court entered findings on all materials issues, and there can be little question as to the basis for the judgment.

This is also in conformity with the authorities from other jurisdictions.

While findings on all material issues are required, it is not necessary that specific findings be made on all issues of the case, if the findings actually made are inconsistent with the appellants' theory and are sufficient to support the judgment. In such case, it will be presumed that if specific findings had been made on subsidiary issues, they would have been adverse to the appellant. *Adams v. Adams,* 89 Ida 84, 403 P2d 593, 597 (1965); *Koser v. Bohemian Breweries,* 69 Ida 33, 202 P2d 398 (1949).

It is also often held that a general finding determines every controverted question of fact upon which substantial evidence was introduced and raises a presumption that the trial Court found all facts necessary to support the judgment. *Denison Mutual Telephone Co. v. Kendall,* 195 Kan 227, 403 P2d 1011, 1014 (1965); *Smith v. Smith,* 186 Kan 728, 352 P2d 1036 (1960); *In re Duncan's Estate,* 186 Kan 427, 350 P2d 1112 (1960); *Schmidt v. Foster,* 380 P2d 124, 126 (Wyo. 1963); *School District No. 32 in County of Fremont v. Wempen,* 342 P2d 232, 235 (Wyo 1959); *See also: National Pneumatic Co. v. Industrial Cafeterias, Inc.*, 347 Mass 61, 196 NE2d 321, 323 (1964). Certainly, then, special findings on all material issues, such as are here involved, compel a presumption that the trial Court found all facts necessary to support the judgment, if any such presumption were needed.

The trial Court was not bound to make findings upon immaterial facts nor, for that matter, to make findings on material facts in any greater detail than is necessary for a higher court to correctly decide questions of law in the case. *Casualty Reciprocal Exch. v. Waggoner Drilling Co.*, 340 P2d 490, 493, 494 (Okla 1959).

Nor is it fatal for the trial Court to fail to separately label, or even to mis-label, findings of facts and conclusions of law, if a fair construction of the findings will justify the judgment. *White v. Morrison,* 62 N M 47, 49, 50, 304 P2d 572 (1956).

It is submitted that the trial Court's findings clearly show the basis for the judgment, and fully support it; the findings are sufficiently detailed to raise any legitimate issues of law. Accordingly, defendants have been in no way prejudiced by the failure to make more detailed findings, and no reversible error can be found in the nature of the findings. *Casualty Reciprocal Exch. v. Waggoner Drilling Co.*, 340 P2d 490, 493 (Okla 1959); *Lachman v. Houston Chronicle Publishing Company,* 375 SW2d 783 (Tex Civ App 1964); *Wagner v. Riske,* 142 Tex 337, 178 SW2d 117 (1944).

This case is, for purposes of appellate review, an action at law. The trial Court made findings on all material issues, and those findings support the judgment. The findings are supported by evidence, and it is neither necessary nor proper for this court to re-weigh the evidence or re-examine the facts.

SUPPLEMENTAL
ANSWER TO ASSIGNMENT OF ERROR NO. 1

SUMMARY

DeLong had an obligation to provide acceptable seals at Pier 169 and to complete the work; the burden was on DeLong to establish some lawful excuse for its failure to do so.

ARGUMENT

Defendants assert that the trial Court erroneously held that

DeLong had an absolute obligation to provide acceptable seals, "even if the plaintiff were at fault in causing the defective seals." (App. Br. 151, 152)

There is really no need to consider whether such a holding would be erroneous, since that is not what plaintiff contended, and not what the trial Court held. No one can seriously suggest that, in the first instance, the State was bound to accept unacceptable concrete, or that under the contract, it was the State's responsibility to assume the cost of remedying the defective product supplied by DeLong.

Assuming *arguendo* that if plaintiff's "fault" caused the defective concrete, plaintiff would be obliged to pay for removing and replacing it, this has very little bearing on the case.

In the first place, plaintiff fails to see how the natural phenomenon of scour, which defendants urged as the cause of the defective seals, was its "fault." Under the contract, DeLong agreed to accept responsibility for loss through the action of the elements (Ex. 4, p. 11, art. 1.7.13; see Statement of Facts, supra, p. 23).

In the next place, the Court rejected, as a factual matter, the contention that the scour had anything to do with the defective concrete. What the trial Court actually held was as follows:

> "* * * Defendant attempted to relate the scour condition to the ultimate failure of the concrete poured into the two cofferdams constructed at Pier 169, this concrete was to be the seals atop the piling driven at this site, which in turn formed the base for one of the main piers supporting the span across the main river channel.
>
> "The Court rejects the Defendants' theory and accepts the testimony of Plaintiff's experts, relating to the cause of the poor concrete at Pier 169, the basic causes being a slow rate of pour, the failure to use more than one tremie pipe during the period of the pours, and the failure to maintain a tremie pipe in such condition as to exclude excess water during the time of the pour." (Ab. 23)

The evidentiary support for these findings has already been noted (See Statements of Facts, supra, pp. 24-30).

The findings as to the basic causes of the bad concrete are also wholly inconsistent with Defendant's latter-day suggestion that a "bad mix" provided by plaintiff was a cause of the failure. That suggestion, as noted above, was untimely and was not supported by the evidence (supra, pp. 25, 47-49).

On the facts found by the Court, defendants' "*ejusdem generis*" argument (App. Br. 152-154) can be of no avail to them. Certainly an inadequate rate of pour, and the use of a single, leaky tremie pipe, which were the basic causes of the failure of the concrete, bring the case within the contractor's obligation to remove and replace defective work caused by "* * * poor workmanship, use of defective materials, damage through carelessness, or any other cause * * *" (Ex. 4, p. 6, art. 1.5.10).

What plaintiff's counsel had in mind in suggesting that plaintiff was not concerned with why the concrete became bad (Tr. 27; See App. Br. 152), was merely that defendants' anticipated contention that it was plaintiff's fault, was a matter upon which defendants had the burden of proof.

This was undoubtedly correct. Defendants were under a contractual obligation to produce acceptable Class A concrete. Their failure to do so was clearly a breach of contract and it was up to them to try and excuse such failure.

It is true here, as in all cases, that the party having the affirmative of an issue is required to produce the evidence to prove it. ORS 41.210.

In contract cases this general rule means, among other things, that upon proof of the contract and its breach, a party asserting justification or excuse for his non-performance has the burden of establishing the facts relied upon for such excuse. 17A CJS, "Contracts," 1145, § 590.

The Oregon Supreme Court held over 100 years ago that where plaintiff proved there was a contract and that defendant failed to perform as agreed, defendant had the burden of proof with respect to his defense that the contract was abandoned. *Guthrie v. Thompson*, 1 Or 353, 356 (1861).

More recently, in an action for breach of an oral agreement for the pasturage of sheep for a specific period, defendant claimed that he was justified in removing his sheep from plaintiff's land before the end of the term because plaintiff failed to prove that there was sufficient feed and water to sustain the sheep for the entire period. In affirming a judgment for plaintiff, the court remarked that defendant was under a misapprehension with respect to the burden of proof and said:

> "The correct rule as we understand it is that the burden of proof as to an alleged valid excuse for non-performance of a contract is upon the party raising the issue as an affirmative defense." *Sturgeon v. Phifer*, 390 P2d 727, 729 (Wyo 1964)

The same rule was applied in the case of a construction contract in *United Construction Co. v. Haverhill*, N.H., 22 F2d 256 (2nd Cir. 1927).⊛ There, a bridge fell down because of the contractor's failure to foot a pier on rock, as required by the plans. The contractor sought to justify this failure by urging that the owner's representative had observed the work, and had told him it was alright to stop the pier excavation where he did. This was found to be an insufficient defense for various legal and factual reasons, the court stating, among other things, that:

> "The burden was upon the contractor to establish his excuse, once the breach was proved." 22 F2d at 259.

Other cases illustrating the rule that a party seeking to excuse his breach or non-performance of a contract has the burden of proving facts establishing such excuse include: *Pacific Trading Co. v. Mouton Rice Milling Co.*, 184 F2d 141 (8th Cir. 1950); *Gold v. Salem Lutheran Home, etc.*, 53 C2d 289, 1 Cal Rptr 343, 347 P2d 687, 689 (1960); and *Sale v. State Highway and Public Works Com'n.*, 242 NC 612, 89 SE2d 290, 298 (1955).

Here, defendants failed in their effort to prove that some fault on the part of plaintiff caused the failure of the concrete, thereby excusing DeLong's refusal to remove and replace the defective seals. There was no holding that DeLong was obliged "absolutely" to perform the remedial work even if the defect was caused by the fault of plaintiff, and the first Assignment of Error is devoid of merit.

⊛ for a full exposition of the facts in this case, see also the opinion on an earlier appeal, 9 F2d 538.

ANSWER TO ASSIGNMENT OF ERROR NO. 2

SUMMARY

The grounds now advanced were not made at the time of the original motion to strike, and should not now be considered. The opinion of the witness Paxson as to the cause of the defective concrete was based upon proper evidence, and was material to a principal issue in the case; its admission as a part of plaintiff's case in chief was within the trial Court's discretion as to the order of proof and, even if erroneous, was not prejudicial to defendants.

ARGUMENT

Defendants claim error in denying their motion to strike a portion of the testimony of the witness Paxson. The original motion was on the ground that he was asked an improper hypothetical question (Ab. 20, App. Br. 155). No other ground for striking the testimony should even be considered. *Wallender v. Michas*, — Or. —, 475 P2d 72, (1970); *Derrick v. Portland Eye, etc., Hospital*, 105 Or. 90, 100, 209 P. 344 (1922).

Now, on appeal, defendants urge that an expert opinion on what caused the concrete to be defective was not relevant or material. More specifically, they seem to say that such evidence was not relevant at the time the question was asked, in that plaintiff had not pleaded or previously proved any cause for the defective condition of the concrete seals (App. Br. 156-157).

It is true that plaintiff did not and does not now believe it was necessary, as a part of its case in chief, to establish the cause for the defective condition of the concrete. (See Supplemental Answer to Assignment of Error No. 1, supra, pp. 65-68). Had Mr. Paxson's opinion not been elicited at this point in the trial, plaintiff would still have established a prima facie case.

To the surprise of no one, however, defendants in their case attempted to excuse their failure to perform by attempting to show that the plaintiff was somehow responsible for the failure of the concrete. This issue, the cause for the failure of the concrete, became one of if not *the* most critical issue in the case.

Thus, at most, it appears that eliciting Mr. Paxson's opinion before the close of plaintiff's case in chief was anticipatory. Under plaintiff's theory of the case, this evidence could have been deferred until rebuttal. However, defendants on appeal do not suggest reversibility on this basis.

In any event, the parties and the Court must have all been aware that defendants would, in their case, attempt to excuse their default by attempting to show that the defective concrete was caused by some fault of plaintiff. Everyone knew what was coming. There was no jury to be improperly influenced, and any error was harmless. The order of proof is within the trial judge's sound discretion. ORS 17.215.

Besides, the motion to strike was not on the ground of relevancy, and it is now clear that the testimony was relevant and material to a critical issue in the case.

Defendants also suggest that Paxson's opinion was inadmissible because predicated on the opinion of another witness (App. Br. 157, 158). This contention, upon consideration of appellants' brief, seems questionable. After review of the case upon which defendants rely, and the pertinent portions of the record, the contention becomes outrageous.

Defendants cite, on this point, *6816.5 Acres of Land, etc. v. United States,* 411 F2d 834, 839 (10th Cir. 1969) (App. Br. 158). That decision is singularly non-illuminating, in that the Court did not undertake to determine whether the rule cited had been violated. As supporting the rule, the Court quotes from *Taylor v. B. Heller and Company,* 364 F2d 608 (6th Cir. 1966).

The *Taylor* case, in turn, was a damage action for alleged destruction of plaintiffs' business by defendant's negligence. The plaintiffs, in attempting to prove damages, produced an expert witness who expressed his opinion as to the before-and-after values of plaintiffs' business as a going concern. One of the factors upon which the witness relied was a "before" appraisal report prepared by third persons for insurance valuation purposes. This was held to be an improper factor for the expert witness to consider. 364 F2d at 613.

Thus, to make the cases comparable, we would have to find that Mr. Paxson had relied on someone else's opinion that the slow rate of pour caused the defective concrete, and that such other opinion was reached by unidentified persons in connection with some purpose unrelated to this litigation.

However, the record here fails to show that Mr. Paxson's opinion relied at all upon anyone else's "opinion." Defendants contend that Paxson's partial reliance on Exhibits 400 and 403 was improper, in that another witness, Pool, was of the "opinion" that these exhibits showed the slope of the concrete at various times during the pour (App. Br. 158).

Exhibit 400 itself, and Mr. Pool's testimony, show that it is a sketch or diagram showing the slope of the concrete in the downstream cell at various times during the pour, together with the reports of soundings from which the diagram was prepared. The soundings were taken jointly by State and DeLong personnel. The notations of the results of the soundings were made either jointly, or by DeLong people. Pool participated in the soundings. The diagram was prepared by DeLong, and it matched up "very closely" with the sounding reports. Tr. 4723-4727. Exhibit 403 is the same thing with respect to the upstream cell. Tr. 4737-4739.

At the trial, defendants' counsel agreed to the authenticity of the exhibits, contending only that they were irrelevant, in that no one had yet testified that the slope of the concrete during the pour had anything to do with the defective quality of the finished product. Tr. 4730-4733. Mr. Rand, DeLong's attorney, argued that if *Mr. Paxson* were to testify to such a thing, he would be a proper person to so testify. Tr. 4732. The objection was summarized thusly:

> "MR. RAND: Mr. Rhoten, someone has to say the slope has something to do with it before it has relevancy." Tr. 4733.

Mr. Pool's "opinion" is simply not involved. He explained, factually, what the exhibits showed, and defendants agreed that they were authentic, i.e., showed what they purported to show.

Now, after Mr. Paxson explained the relevance of the slope of the concrete, and after an adverse judgment, defendants blithely make another about-face and contend that only Pool's "opinion" supports one of the facts, the slope of the concrete, upon which Paxson relied. This contention is not only ill-founded but impertinent.

Defendants also suggest that Mr. Paxson's opinion should have been stricken "for the reasons stated in Assignment of Error No. 9" (App. Br. 158). The purpose of this suggestion is obscure, since Assignment of Error No. 9 has to do with the recoverability of liquidated damages (see App. Br. 211-229).

Finally, even if Mr. Paxson's opinion should, for some reason, have been stricken, the failure to do so could hardly be considered prejudicial. Even without his testimony, there was ample evidence, including the opinions of three other experts, as to the causes of the poor concrete, supporting the Court's findings in this regard. (See Statement of Facts, supra, pp 27-30).

The Second Assignment of Error is without merit.

ANSWER TO ASSIGNMENT OF ERROR NO. 3

SUMMARY

The trial Judge, sitting as trier of the facts, is presumed not to be prejudiced by irrelevant or otherwise inadmissible information coming to his attention, unless and until prejudice is shown; no such showing has been made with reference to any of the exhibits against which this assignment is directed.

The exhibits involved were admissible. Diaries and similar records kept on construction projects are admissible as business records. Under modern authorities; the trial Court has a wide measure of discretion in admitting documents under the business records act.

Where a witness has a partial but imperfect memory of past events, a properly identified contemporary record is admissible as past recollection recorded; there is no error in allowing a witness to read all or a portion of such record into evidence.

Where a contractor defaults in performance, the owner is entitled to recover the cost of having the original work completed; in the absence of material changes in the work, the cost of completion less the unpaid contract balance is the measure of recovery.

On appeal, the Court will not consider objections to evidence on different grounds than were urged in the trial court.

ARGUMENT

Defendant's written motion to strike the numerous exhibits involved in Assignment of Error No. 3 was "* * * on the grounds they are incompetent, irrelevant and are not connected up with the issues in the plaintiff's case in chief" (Ab. 19). As to the oral objections to their admission as reprinted in the brief, it is difficult if not impossible to separate the grounds of objection from the argument (App. Br. 159-171). This may or may not be deemed a compliance with Rule 19's direction that assignments of error must be specific and "* * * set out *haec verba* the pertinent portions of the record." (Emphasis added).

Before undertaking a specific discussion of each of the exhibits or groups of exhibits involved, and in order to minimize repetition, plaintiff believes that as to most or all of the exhibits, no reversal would be required even if some ground of inadmissibility were shown. The trial Court's opinion, constituting findings and conclusions (Ab. 21-25), fails to show reliance by the Court upon any of these exhibits, and consequently it is to be presumed that any inadmissibility in these exhibits was non-prejudicial. *Lenahan v. Leach*, 245 Or 496, 500, 422 P2d 683 (1967); *Bakkensen v. John Hancock M. Life Ins. Co.*, 222 Or 484, 494, 353 P2d 558 (1960); *State v. Carnathan*, — Or App —, 465 P2d 899 (1970).

A—Exhibits 86-124

These exhibits constitute what are commonly called the "job diaries" (Tr. 310; 320). Exhibit 124 was separately mentioned in that it is in a different form than the others, that form being temporarily used by the Highway Department for a few months (Tr. 337, 338).

Defendants' principal objection seems to be that these basic job records do not qualify under the Business Records Act, ORS 41.690, because they were made in anticipation of litigation, because they include a few supplemental entries made after the events referred to, and because they include "editing and opinions by O.S.H.D. personnel." (App. Br. 172).

First, it will be observed that these job diaries cover the entire period from October, 1962 to August, 1964 (Ex. 86-124). They were written in daily by the inspectors watching the work (Tr. 320). They are on printed forms furnished by the Highway Department, and field offices are required to maintain them (Tr. 321). The entries were normally made daily, and if entries were made the next day that fact was noted (Tr. 321-322). Any later deletions, additions or editing plainly shows as such (Tr. 322; 326). Mr. Ellison, who identified the diaries, made some entries himself, and read them regularly once a week or more; they were basic records from which he determined the activity of his inspectors (Tr. 322).

Diaries of this type are standard on all state bridge projects (Tr. 324). The entries were kept in the ordinary course of business, and the inspectors were instructed to write down what happened, including conversations with the contractor, and that it was important to make out these diaries (Tr. 326). After it became apparent that litigation was probable, the Project Engineer pointed out that this was another reason why the diaries were important (Tr. 326, 327). Specifically, about August 14, 1963, after conferences with department officials from Salem about probable claims by the contractor, he told his inspectors that it was necessary to keep the records as complete as possible and to record the statements made by the contractor and his men (Tr. 330) .

From this, it appears that the diaries were assuredly kept in the regular course of business on all similar jobs, and on this job long before anyone anticipated litigation. Neither the testimony about the instructions given in August, 1963, nor the nature of the entries made before and after that time indicate that entries after it appeared litigation was probable were slanted, or different in nature from those regularly and previously made.

Certainly there is no basis for regarding these diaries as inadmissible under the rationale of *Palmer v. Hoffman,* 318 U.S. 109, 63 S. Ct. 477, 87 L ed 645 (1943) (See App. Br. 172-174). The job diaries, unlike the accident report involved in that case, *are* "* * * typical of entries made systematically or as a matter of routine to record events or occurrences, to reflect transactions with others, or to provide internal controls."

The admissibility of diaries, field notes, time cards, and other such documents in building and construction contract contexts, often despite the witness' lack of personal knowledge of the facts shown therein, is supported by decisions including: *Sullivan v. Carpenter,* 184 Or 485, 488-493, 199 P2d 655 (1948); *Lenslite Co. v. Zocher,* 95 Ariz 208, 388 P2d 421 (1964); *Cohen v. Berry,* 188 A2d 302 (D.C. 1963); *Grady v. S. E. Gustafson,* 251 Iowa 1242, 103 NW2d 737 (1960).

See also *Hamburger v. Kennedy,* 167 A2d 918 (D.C. 1961); *S. & H. Concrete Construction Company v. Genova,* 384 SW2d 816 (Mo App 1964).

In the *S. & H. Concrete case,* supra, it was held reversible error to deny defendant the right to testify by reading from his "job diary," kept contemporaneously with the work done by plaintiff. The Court pointed out that:

> "* * * [T]he trial court, of its own volition and without objection by plaintiff, denied Genova any *effective* use of the record he had kept. In the very nature of things the witness could not be expected to have independent recollection of the myriod details contained in a complete record of the work of eleven men, covering nineteen days extending through a period of five weeks. Therefore, notwithstanding the trial courts' statement that Genova could refer to the memorandum, the nature of the information defendants desired to translate from the writing as probative evidence was of such a detailed character that the only possible way he could 'refer' to it and testify would be for him to read from it." 384 SW2d at 819, 820.

The issue here, of course, is not identical. But the reasoning in the above passage is equally applicable. No witness could be expected to know everything that was recorded in these diaries. If each of the inspectors who made entries had been called as a witness, the six-month trial of this case might have become a six-year trial.

Mr. Ellison, under whose supervision the inspectors worked and made their diary entries, testified that the diaries were kept in the regular course of business (Tr. 326). Had they been excluded, an essential source of basic information about the job would have been lost to the parties and the Court.

The trial Court was certainly within the realm of its lawful discretion when it admitted these documents as business records. *Walter & Co. v. Van Domelen,* 246 Or 275, 278, 425 P2d 166 (1967); *Cascade Lbr. Terminal v. Cvitanovich,* 215 Or 111, 119, 332 P2d 1061 (1958).

The business records act, ORS 41.680-41.710, was intended to expand the business records exception to the hearsay rule. *Walter & Co. v. Van Domelen,* supra, 246 Or at 278.

Any defects in the diaries from the standpoint of opinions, additions at later dates, etc., are certainly minor in quantity, and do not impair their reliability, since these items are easily identifiable. Nor is there any indication that the trial Court relied on any particular diary entry.[9]

The modern trend in the law of evidence is to put the search for truth above vindication of the rules of evidence. Outside the criminal-constitutional field, reversals today are rarely predicated upon errors of admission, as distinct from errors of exclusion. Lacy, "Oregon Evidence Law in the Sixties," 49 Or L Rev 188, 189, 190 (1970).

There was no error in the admission of the job diaries, Ex. 86-124, and even if erroneous, it was not shown to be prejudicial to defendants.

B—Exhibit 7

This exhibit consisted of the engineers' Weekly Reports submitted to the Salem Office in the ordinary course of business, during the life of the job from November, 1962 until May, 1964 (Tr.

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[9] See discussion, supra, p. 73, as to presumption of non-prejudice in such case even if evidence was technically inadmissible.

182; 255-259). The original offer into evidence was rejected by the Court because of uncertainty as to the materiality of all portions of the exhibit (Tr. 185-189).

Ellison, the Project Engineer, used the weekly reports to refresh his memory as to the work being done, on a week-by-week basis during the job (Tr. 194-254). Defendants objected to the witness reading from the reports (Tr. 196). To the extent that the witness did "read" from the reports, there was no error in allowing him to do so. *S. & H. Concrete Construction Company v. Genova*, 384 SW2d 816 (Mo App 1964). Where a witness has a partial but imperfect memory of past events, a contemporary record is admissible as past recollection recorded. *State v. Sutton*, 253 Or 24, 450 P2d 748 (1969).

The Court, being satisfied as to the materiality of the testimony given with the aid of this exhibit, admitted it into evdence (Tr. 255). These reports, purporting to be in the nature of an overall resume or summary of job progress (Tr. 301, 302), cannot properly be faulted because of their failure to record defendants' version of all details of the job. (See App. Br. 175).

A brief glance at Exhibit 7 should be sufficient to satisfy this Court that the reports therein are relevant and material to the issues herein.

Defendants also urge that since Ex. 7, the Weekly Reports, are partially based on Ex. 86-124, the job diaries, this makes Ex. 7 inadmissible (App. Br. 175, 176). Plaintiff suggests that this "domino theory" works both ways: since Ex. 86-124 were properly admitted, so was Ex. 7, which is largely a summary thereof.

There was no error in admitting Ex. 7 and, again, no showing that any reliance thereon by the Court resulted in prejudice to defendants.

C—Exhibit 69

This chart is, essentially, a graphic portrayal of the progress of the work, showing major activity on any given date, completion time of various phases of the work, etc. It was prepared from basic job records, essentially the job diaries and weekly reports (Tr. 297, 298; 301). It does not purport to show everything, but does show principal activity (Tr. 310).

The trial Court admitted this chart for illustrative purposes, in that it visually portrayed information from a multitude of documents, and was helpful in visualizing the testimony (Tr. 375).

Here, perhaps even more than with the underlying job diaries and weekly reports, it is impossible to believe that admission of Ex. 69 for illustrative purposes was prejudicial to defendants.

D—Ex. 163, 164, 360

Defendants' argument as to the nature of these exhibits is misleading. (App. Br. 177-179).

The nature of Ex. 163, the engineer's computation of the value of work actually done by DeLong, how it was prepared, and supporting evidence have already been reviewed in plaintiff's Statement of Facts ("Total Cost of Work Done by DeLong," supra, p. 9).

The nature of Ex. 164, the engineer's determination of what the costs would have been if DeLong had completed its contract, how it was prepared, and supporting evidence have also been reviewed in plaintiff's Statement of Facts ("Total Cost if DeLong Corporation had Completed the Piers," supra, pp 10, 11).

Plaintiff believes that these exhibits were properly prepared by the individual most qualified to do so, were necessary elements of plaintiff's proof of damages, and were properly received in evidence.

Ex. 360, the overall statement of plaintiff's claim, is merely a summary, for convenience of the Court, of items of damage claimed by plaintiff, the fact and amount of which were independently established by Exhibits 163, 164 and voluminous numerous other evidence, both testimonial and documentary. (Tr. 3965-4104).

Defendants complain that:

> "Ex. 163 * * * ignored the work reflected in O.S.H.D. monthly estimates 15, 16 and 17 for the months ending February 10, March 10 and April 10, 1964 which had been actually prepared during the work * * * *" (App. Br. 178).

This, plaintiff suggests, can be most charitably described as grossly inaccurate.

Mr. Ellison, the Project Engineer, testified that he prepared monthly estimates 15, 16 and 17 for the months involved, but that no payment was made on any of them. These were estimates, as distinguished from an accurate determination of the work actually done up to the end of the period covered by estimate 17 (Tr. 559, 560).

After the DeLong contract was terminated, he made a determination of the actual quantities of work performed by DeLong, and by extending these quantities at unit bid prices, he prepared a final estimate for work done by DeLong, which is Exhibit 163 (Tr. 560, 561). There is not a shred of evidence anywhere to suggest that all work done up through April 10, 1964 was not included in this exhibit. A few spot checks of the documents involved shows that none of the work actually done was "ignored."

Ex. 6 is monthly estimates Nos. 1-14, for periods up through Jan. 10, 1964. Estimate 14 shows a dollar value of work "Performed to Date" of $3,979,459.98. The comparable figure on Ex. 163, for all work done by DeLong up to termination of the contract is $4,394,406.56.

Defendants introduced into evidence estimate No. 15, as prepared in the field, for the period ending Feb. 10, 1964. This estimate, if paid, would have provided for payment of $236,158.11 (Ex. T-8, Tr. 2437-2440).

Defendants also introduced Estimate No. 16, for the period up through March 10, 1964, which was in the amount of $90,353.15 (Ex. V-8; Tr. 2451, 2452).

Estimate 17, for work after March 10 and until cancellation in April, 1964, was apparently not offered by either party, although a copy was provided to defendants (Tr. 568).

Thus, so far as the evidence shows, if the last three estimates had been paid, in addition to what was paid on estimates 1-14, as defendants imply would have been proper, DeLong would have received substantially *less* than it received credit for on Ex. 163:

Paid, up through est. 14:	$3,979,459.98
Estimated on est. 15:	236,158.11
Estimated on est. 16:	90,353.15
	$4,305,971.24

The final computation made after termination of the contract, despite the deduction of $330,000 liquidated damages, showed a total earned of $4,394,406.56 (Ex. 163).

Defendant was not cheated out of work done after January 10, 1964, and was not prejudiced by admission of Ex. 163.

Defendants' reliance upon *Steffen v. United States*, 213 F2d 266 (6th Cir. 1954) and kindred cases is misplaced. See App. Br. 177, 179-182.

The only support in this record for defendants' contention that the Raymond contract was materially different from the DeLong contract is the arguments of counsel. It has already been shown in respondent's Statement of Facts that the supposed differences vanish upon examination ("Adequacy of Plans and Specifications," supra, pp. 50-54).

The work done by Umpqua in placing permanent pier protection rock around the piers after they were completed was never a part of either the original or the completion contract for construction of the piers. (See Facts, supra, p. 54). Nor is the plaintiff seeking to recover the cost of this work.

Defendants' argument about a "*sub-rosa*" agreement with Raymond (App. Br. 181) is of little consequence. Before the bids were received, the substance of conversations with Raymond, in response to their inquiries, was that scour during construction was the contractor's problem (Tr. 8144, 8145; Ex. Y8, Z8). After the bids were received and before the award, Raymond acknowledged, at a meeting on July 1, 1964, that their bid included the cost of scour control at Pier 168 (Ex. O-10). It is difficult to understand what was "sub rosa" or clandestine about this, especially since the Secretary of the Highway Commission kept minutes of the meeting of July 1, including a reference to the discussion of scour (Ex. O-10; Tr. 4667).

In view of the difficulties which had arisen with DeLong, Raymond wanted a clarification from the State as to scour.⑨ And in view of those difficulties, it would have been foolhardy for the

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⑨ **Prospective bidders are free to seek clarification of anything they are uncertain of regarding the plans and specifications; it might have been well if DeLong had done likewise.**

State to award a completion contract without making certain that the new contractor understood its responsibilities with regard to scour. There was no "sub rosa" agreement. Certainly there was nothing different in the treatment of DeLong and Raymond with regard to scour, except to attempt to ensure that Raymond could not, like DeLong, claim that it failed to understand its responsibilities.

Defendants complain that the completion contract was not performed under "identical" plans and specifications, and that, therefore, Exhibits 163, 164 and 360 were erroneously admitted (App. Br. 182). It should be borne in mind that when changing contractors in mid-stream, the State could hardly be expected to issue *identical* plans and specifications. With the work partly completed, much of it under water, it was necessary to advise the bidders on the completion contract of the status of the work.

The rule that an owner cannot recover the excess cost of completion from a defaulting contractor applies only when the work under the completion contract is *materially* different. See, e.g., *United States v. McMullen,* 222 U.S. 460, 32 S.Ct.128, 56 L. ed. 269 (1912).

And finally, even where material changes are included in the completion contract, the owner is nevertheless entitled to recover the cost of completing the work called for under the original contract. *Steffen v. United States,* 213 F2d 266, 271 (6th Cir. 1954). Thus, under any view, the exhibits in question were properly admissible in proving plaintiff's damages. The value of the work done by DeLong (Ex. 163), and the cost if DeLong had completed (Ex. 164) would be pertinent in either case.

E—Exhibits 400 and 403

The sub-assignment of error relating to these two exhibits (App. Br. 182-185) is almost entirely repetitious of a portion of the argument under Assignment of Error No. 2 (See App. Br. 157, 158).

As plaintiff pointed out in its answer to Assignment of Error No. 2, these drawings and supporting soundings were stipulated to be authentic, their accuracy was unquestioned, and the only objection made to their introduction in evidence was that it had not yet been shown that the slope of the concrete was relevant to the issue of what caused the defective condition of the concrete seals. (Supra, pp. 71, 72).

That issue, the cause of the defective concrete, became important when defendants attempted to show that some fault of the plaintiff was such cause. Even if Paxson's opinion, based in part upon these exhibits, was not a necessary part of plaintiff's case-in-chief, the admission of these exhibits was within the trial Court's discretion in regulating the order of proof. ORS 17.215.

Defendants' argument that these exhibits were not competent proof of the slope of the concrete (App. Br. 184) goes only to the weight of the evidence, not its admissibility and is improper on appeal, it not being this Court's function to weigh the evidence.

Further, since at the trial defendants, whose personnel actually prepared these exhibits, readily agreed that they showed what they purported to show, they should not now be heard to contend otherwise. It has long been the law in this state that an appellate court will not consider an objection to evidence on a different ground than the one urged in the trial court. *State v. Klamert*, 253 Or 485, 455 P2d 607, 608 (1969); *Re Application of Barton,* 111 Or 111, 118, 225 P 322 (1924); *State v. Von Klein,* 71 Or 159, 171, 142 P 549 (1914).

Finally, here again there is no showing that the admission of these exhibits, even if erroneous, was in any way prejudicial. Even without Paxson's testimony, which defendants contend was tainted by Exhibits 400 and 403, there was more than ample evidence to support the trial Court's findings on the causes of the defective concrete. (See Statement of Facts, "Causes of Bad Concrete," supra, pp. 24-30). Nothing in the trial Court's findings indicates reliance on Paxson as distinguished from plaintiff's other experts, and there is certainly nothing to show that the Court's decision rested in any way upon these exhibits.

F—Exhibits 67, 68, 77 and D-4

Preliminarily, it is to be observed that Exhibit D-4 is not properly included in this assignment of error. It was not included in defendants' motion to strike (App. Br. 159), nor, apparently, was there any objection to its introduction in evidence (App. Br. 169-171).

More importantly, although these exhibits were sometimes referred to as "personal" or "individual" diaries, to distinguish them from the job diaries (Ex. 86-124) in which numerous persons made entries, they are nevertheless believed to be business records. They are certainly not comparable to the sort of "personal diary" one's teen-age daughter might keep in order to record such things as school activities, romances, comments on her parents' shortcomings, etc.

They were initially used by Ellison to refresh his memory as to the details of certain events on the job (Tr. 177-180; 240, 241). Later, it was developed that they were kept by him in his desk at the job office in Astoria (Tr. 2639). When Ellison left Astoria, these diaries were taken to Salem and stored in the Bridge Department's files; other than the notations of fishing trips, etc., they were used to record information as to what happened on the job, who visited the job, conversations on the job, and different events on the job. (Tr. 2639). The entries were generally made at or about the dates shown, and any later entries are shown to be such (Tr. 2639, 2640). They were used to get information about the job for other people in the Department (Tr. 2641).

The books in which these diaries were kept were not individually purchased, but were furnished by the State (Tr. 2644).

Occasional entries as to fishing trips, visits with relatives, etc., which defendants seize upon as showing the personal nature of these exhibits (App. Br. 185, 186), are rare, and of course nothing is claimed for them. Even as to these entries however, they are not divorced from business purposes, since they furnished a record of why Ellison was not on the job on a particular day (Tr. 2636).

As long as Ellison had been a Resident Engineer, since 1951, he had kept diaries of this type (Tr. 2717). His superiors from time to time examined them, and they became Highway Department records (Tr. 2717, 2718).

It is submitted that these exhibits were basic job records, admissible under the business records act. ORS 41.680 to 41.710. They also qualify as past recollection recorded, and were admissible as such. *State v. Sutton*, 253 Or 24, 450 P2d 748 (1969); *S & H Concrete Construction Company v. Genova*, 384 SW2d 816 (Mo App 1964). In a case of this kind, no witness could be expected to remember all of the details of what happened on the job. As the trial Court commented in connection with a witness refreshing his memory, "We are not running a memory contest" (Tr. 447).

Where pertinent information was routinely recorded at or about the time of the events, such records are useful in the search for the truth.

In any event, no basis exists for supposing that defendants were prejudiced by the admission of these diaries. We are not shown how, if at all, they were used by plaintiff or the trial Court for any purpose other than to refresh the witness' memory, a purpose which defendants concede to be proper (App. Br. 186, 187).

ANSWER TO ASSIGNMENT OF ERROR NO. 4

SUMMARY

Exhibit 254 is a helpful comparison of actual as against scheduled pile-driving time, as to the piers to which it purports to relate, and as to which such comparison could be made. It is based on job records in evidence and a schedule submitted by DeLong, and was properly admitted. The trial Court's findings, in any event, are not dependent on this exhibit.

ARGUMENT

First, plaintiff differs with defendants' contention that admission of this exhibit, if erroneous, was "clearly prejudicial" (App. Br. 191). It has already been demonstrated that a great mass of evidence, including the testimony of DeLong's engineer, supports the trial Court's finding that the piling was driven without undue difficulty (See Statement of Facts, "No Undue Difficulty," supra, pp. 17-19). To suppose that the trial Court relied on this one exhibit, and ignored all of the other evidence, is sheer speculation.

Next, plaintiff strenuously objects to defendants' contention that with this exhibit plaintiff was "attempting to mislead the court," by omitting Piers 168, 169 and 170 (App. Br. 189). The exhibit shows on its face that it refers to piers 6-167 and 171-174. The omission of Piers 168-170 is not furtive, nor an attempt to mislead, but is perfectly obvious from the face of the exhibit. It exceeds the proper limits of advocacy to urge that the exhibit "deviously ignored" (App. Br. 189) that which it did not purport to cover.

Exhibit 254 is based, as to "scheduled" time upon Exhibit 253, which is a revised construction schedule submitted by DeLong about December 1, 1962 (Tr. 2983-2986). The data for "actual" time was from other exhibits, namely the barge diaries (Ex. 169-198), job diaries (Ex. 86-124), weekly reports (Ex. 7), and was checked against DeLong's barge diaries (Ex. 259-264) (Tr. 2986). Exhibit 254 was, we submit, clearly admissible as a summary of voluminous documents. ORS 41.640(e).

Before this exhibit was offered, it was explained that it covered some but not all of the piers (Tr. 2988). It was prepared under Mr. Ellison's direction (Tr. 2986), and as to the piers covered it is a fair visual picturization of the information which it purports to show (Tr. 2988). Nor is it "one-sided," in that it shows that on several piers the actual time exceeded the scheduled time (Ex. 254; see, e.g. Piers 7, 164)

Piers 169 and 170 were not included because the schedule submitted by DeLong (Ex. 253) was not broken down far enough to be significant, in that it "lumped together" setting and driving the cofferdam sheet pile, excavating, driving piling, pouring the seal and dewatering the cofferdam. Also, the schedule contemplated doing one footing at a time, pulling the cofferdam, and then building the second footing at the same pier; "The way it was actually done, they put the two at the same pier in at the same time so there was no way we could compare the schedule time with the actual time" (Tr. 2999). Pier 168 was not included for the same reasons (Tr. 2999, 3000).

The trial Court was aware of the areas of controversy with respect to Exhibit 254, but thought it served some useful purpose, and accordingly received it in evidence (Tr. 3039, 3040). No error, and certainly no reversible error, can be predicted thereon.

ANSWER TO ASSIGNMENT OF ERROR NO. 5

SUMMARY

Exhibits 488 and 489 were properly identified, relevant, material and competent.

ARGUMENT

It is recognized that the foregoing response to this Assignment is somewhat general in nature. However, it is submitted that the Assignment itself is also somewhat general. "Shotgunned," in fact; Defendants' principal point, if they have one, seems to be that they do not like these exhibits.

It is significant to note that Exhibit 488, the concrete batching records for the seal pours at Pier 169, was extracted from a larger group of similar records comprising the concrete batching records for the entire job (Ex. 468; Tr. 8370). Although defendants now vigorously denounce Exhibit 488, the extract, they raised no objection at all to the admission of the whole, Exhibit 468 (Tr. 8603).

Although Mr. Ellison did not personally make out the reports constituting Exhibit 488, he did from time to time personally check on the concrete batching operations, and these records were kept by his inspectors, under his supervision (Tr. 8372, 8373). As to relevancy, it seems obvious that what went into the roto-bags, namely, all the dry concrete ingredients, is relevant to what was in the mix after water was added at the pour site (Tr. 8379, 8380; for a general description of the mechanics of the concrete operation, see Tr. 285, Ex. 81).

Exhibit 489, the diagrams showing the various locations of the tremie pipe during the seal pours (Tr. 8371), is actually only a graphic summary of information from other sources, namely, the batch records (Ex. 468, 488), the job diaries (Ex. 86-124), and the Hackett diaries (Ex. 460-464). Hackett was DeLong's foreman on the seal pours (Tr. 8291-8293). The information shown thereon was otherwise in the record, but not in the same form (Tr. 8371, 8372). It was clearly admissible as a summary of voluminous records, ORS 41.640(e), and was meaningful in determining the cause of the defective concrete (Tr. 8803).

It appears that what defendants are really arguing is that this Court should re-consider these exhibits as to their weight, a manifestly improper suggestion.

It may be appropriate to consider, in relation to this Assignment, as well as Assignments of Error Nos. 2, 3 and 4, that both parties and the trial Court throughout the case adopted a liberal attitude on admissibility of evidence tendered by either party. For example, wide latitude in cross-examination of one of plaintiff's witnesses by defendant was allowed, even though the Court deemed the cross-examination to be "outside the scope" of the direct examination "quite a little bit" (Tr. 714). Defendant had no compunction about offering Exhibit Q-15, purporting to be a comparison of the DeLong plans and the "as completed plans" through the witness Taite (Tr. 7879, 7880), even though it was prepared by another witness, Wendel (Tr. 7928), who had testified on a variety of subjects for several days (Tr. 6633-7340). An accountant was allowed to testify as to "the total properly applicable expenditures by DeLong Corporation" on this job (Tr. 7396), even though he did not join the DeLong Corporation until the summer of 1965 (Tr. 7389), and could not possibly have had personal knowledge of what items charged to the job were "properly applicable" to it. The same witness was also allowed to testify as to how much profit was "anticipated" by the DeLong Corporation, apparently at the time of bidding in 1962 (Tr. 7403-7405).

Plaintiff is not, of course, cross-appealing from those rulings nor asking this Court to rule upon their propriety. We do believe, however, that they exemplify the Court's liberality in admitting evidence on both sides, and reduce to the level of "nit-picking" the defendants' suggestion that the State's project engineer, Ellison, was not competent to identify records made under his supervision by his subordinates, such as Exhibit 488.

Defendants' remarks about the failure of plaintiff to call one Mitzell as a witness appear to be grasping at straws (App. Br. 196, 197). First, an examination of Exhibit 488 shows that Mitzell was only one of several of Ellison's inspectors who kept these records. Mitzell was apparently available to either party, in that there was testimony that he was in Salem at the time of trial (Tr. 8379). The suggestion that plaintiff "kept Mitzell closeted and out of sight" (App. Br. 197) is absurd. The Reporter's Index to the Transcript discloses that defendants called 20 witnesses during the trial (Tr. Index iii, iv). Eight of these (not including Representative Wyatt) were State officers or employees: Hill (Tr. 3528; 6067), Backstrand (Tr. 6092), Allaway (Tr. 6105), Wallace (Tr. 6165, 6166), Gardner (Tr. 7342, 7343), Jackson (Tr. 7588), Merchant (Tr. 7699, 7700) and Cooper (Tr. 7770).

If there was any substance to the defendants' "inference" that Mitzell's testimony would somehow have advanced their cause (App. Br. 198), they could and should have called him as a witness.

SUPPLEMENTARY

ANSWER TO ASSIGNMENT OF ERROR NO. 6

SUMMARY

Plaintiff's evidence in chief clearly established a prima facie case; the existence of a contract was admitted, and its breach by defendants with consequent damage to plaintiff was established; defendants had the burden of proving their claim of justification or excuse for non-performance, and the denial of their motion for nonsuit was not erroneous.

ARGUMENT

On the record in this case, no extended argument on this Assignment of Error is necessary.

The motion for nonsuit was upon the ground of insufficiency of the evidence in various particulars and what defendants deemed an affirmative showing of breach by the plaintiff. (Ab. 20, 21; App. Br. 199) Defendants' argument is based on their erroneous assumption that the issue was whether DeLong had an "absolute obligation", regardless of fault, to remove and replace the defective seals at Pier 169. (App. Br. 200)

As has been pointed out, the plaintiff made no such contention, and the trial court made no such holding. There is really no dispute that DeLong, for whatever reasons, failed and refused to replace its defective work and to complete the other remaining work. Such failure and refusal was, unless justified, a breach of contract. DeLong claimed its refusal to proceed was justified because the failure of the seals was plaintiff's fault, and it had the burden of proving such defense. Plaintiff was not required, in its case in chief, to prove the invalidity of defendants' defense. (See Supplementary Answer to Assignment of Error No. 1, supra, pp 65-68)

There was certainly evidence to support every material element of plaintiff's case. See Statement of Facts, supra, pp. 2-54. Where defendant, after denial of its motion for nonsuit, proceeds with its case the court on appeal should consider the entire record in ruling on the propriety of denying a nonsuit. *Buckles, Exec. v. Continental Cas. Co.*, 197 Or 128, 133, 251 P2d 476, 252 P2d 184 (1953); *Berkshire v. Harem*, 181 Or 42, 75, 178 P2d 133 (1947); *Johnson v. Underwood*, 102 Or 680, 688, 203 P 879 (1922).

The trial court expressly found from the evidence that the defective condition of the seals was caused by DeLong's faulty workmanship in designated particulars (Ab. 23, 24) and did not find any breach of contract by the plaintiff. There was no error in denial of the motion for nonsuit.

SUPPLEMENTARY

ANSWER TO ASSIGNMENT OF ERROR NO. 7

SUMMARIZED ARGUMENT

Defendants here urge error in denial of their motion to withdraw the trial Court's findings and conclusions, and in overruling their objections to the judgment based thereon (App. Br. 202). The principal contention is that findings are not sufficiently specific.

Defendants, not having demanded at the commencement of the trial that the Court make special findings of fact and conclusions of law, cannot complain that the Court's findings are not sufficiently specific. The trial Court's Findings and Conclusions disclose the basis of the judgment, encompass the material issues, support the judgment, and are sufficient in form and substance. These matters are more fully discussed in plaintiff's Answer to Assignments of Error 1, 6, 7, 14, 15 and 17, supra, at pp. 55-68.

Other objections interposed to the form of judgment (Ab. 71, 72, App. Br. 203) are not argued and have apparently been abandoned. Defendants complain, as an example of supposed vagueness of the findings, that they do not know what delays entitled plaintiff to $952,000 liquidated damages (App. Br. 206). Initially, they moved that the judgment should provide that this sum represents liquidated damages accruing after termination of the contract (Ab. 72, App. Br. 203). Plaintiff agrees that such sum is for liquidated damages accruing after termination. (See Statement of Facts, supra, pp. 38-41; Answer to Assignment of Error No. 9, infra, pp. 93-99).

ANSWER TO ASSIGNMENT OF ERROR NO. 8

SUMMARY

Defendants did fail to call Colonel DeLong and other witnesses available to them. They also failed to elicit testimony on matters in controversy from witnesses called for other purposes. The trial Court's remarks thereon merely recognize the assumption underlying a standard jury instruction, and were not erroneous.

ARGUMENT

Defendants argue, apparently, that because the trial Court did not overlook their obvious failure to call Colonel DeLong the Court's findings were totally erroneous (App. Br. 209). As has been demonstrated above (Answer to Assignment of Error No. 1, 6, 7, 14, 15 and 17, supra, pp 55-57), the weight to be given the evidence and the inferences to be drawn therefrom were "jury work"⑨ not within the proper scope of appellate review in this case.

Defendants also blithely assert that when Colonel DeLong's deposition was taken, it was agreed that the deposition was for perpetuation of testimony (App. Br. 209). It is submitted that the record leaves a great deal of doubt as to what, if anything, counsel agreed to at the beginning of this deposition (Ex. T-15, pp. 3-9). Later, when it suited his purpose, one of DeLong's attorneys said he thought it was and should be regarded as a discovery deposition (Ex. T-15, p. 86).

In any event, the explanation of Colonel DeLong's absence, given at the trial in support of the offer of his deposition as evidence (Tr. 8152, 8153) falls far short of the statutory requirements for general admissibility of a deposition. ORS 45.250 (2) Further, it was in fact received in evidence (Tr. 8166), and the trial Court presumably considered it (Tr. 8167).

There were many matters of which Colonel DeLong should have had knowledge which were not touched upon during his deposition. For example, the State's engineer, Ellison, attributed to DeLong certain verbal agreements regarding a change in piling at Pier 6 (Tr. 853). Defendants' witness McKeown said he heard a conversation on the subject, but didn't recall such agreements (Tr. 5727-5729). The other participant, Colonel DeLong was not a witness at the trial and neither confirmed nor denied such agreements.

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⑨ See *First National Bank v. Malady*, 242 Or 353, 359, 408 P2d 724 (1965), cited *supra* p. 60.

This, it is submitted, is a perfect place for application of the "cautious viewing of weaker and less satisfactory evidence" rule, embodied in ORS 17.250 (6) and (7).

Defendants have "stated unequivocally" that nowhere in the record is there justification for the trial Court's reference to the non-appearance of potential witnesses other than Colonel DeLong (App. Br. 210). Plaintiff must equivocate, if pointing out such justification is equivocation.

As pointed out in the Statement of Facts (supra, pp. 20, 21), one Hackett was DeLong's foreman in charge of the controversial seal pours at Pier 169 (Ex. T-15, p. 132; Tr. 7213). His diaries appeared at the trial, but Mr. Hackett did not (Ex. 445 for identification; Tr. 7213; 7261-7266; Ex. 460-464, Tr. 8294). At the time of Colonel DeLong's deposition, shortly before trial, Hackett was not currently in DeLong's employ but had been subsequent to this job (Ex. T-15, pp. 132, 133).

As also pointed out previously (supra, p. 21), defendants' witnesses Lowe and Berg had worked on DeLong's piledriving barge, but were examined only on incidental matters not related to the driving of foundation piling. Instead of presenting whatever first-hand knowledge these witnesses might have been expected to have, defendants attempted to establish their claim of pile-driving difficulties primarily through cross-examination of Ellison, the State's engineer (Tr. 662-1693), and through McKeown (Tr. 5568-5659), DeLong's "Field Engineer", who received daily reports on the pile driving from those who actually did the work (Tr. 5557, 5558). This witness was apparently not a graduate or professional engineer (Tr. 5668), and did primarily office work on this project (Tr. 5678).

Finally, defendants urge that because the trial Court indicated its familiarity with the "weaker and less satisfactory evidence" rule (ORS 17.250 (6) and (7)), this Court should review the evidence *de novo*, evaluating it more to defendants' liking (App. Br. 210, 211). No authority is cited for this novel proposition.

Plaintiff has already discussed the reasons why a *de novo* review of the evidence would be wholly inappropriate in this case (Answer to Assignment of Error 1, 6, 7, 14, 15 and 17, supra, pp. 55-64), and they will not be repeated here.

Assignment of Error No. 8 is without merit.

ANSWER TO ASSIGNMENT OF ERROR NO. 9

SUMMARY

Where a contractor defaults in performance, the owner is entitled to recover liquidated damages as provided in the contract, for such additional time as is reasonably required to complete the work by other means.

ARGUMENT

The pertinent contract provisions and other facts relating to this point have already been mentioned in plaintiff's Statement of Facts ("Liquidated Damages for Delays Following Termination," supra, pp. 38-41).

For a discussion of the recoverability of liquidated damages generally in cases of this nature, see First Assignment of Error on Cross-Appeal (infra, p. 132).

Accordingly, this discussion is directed specifically to the contention that liquidated damages are not recoverable for delays *after* termination of the contract, and to the other contentions urged by defendants.

Defendants on this appeal are advancing the curious argument that plaintiff, having taken the position that liquidated damages for delay after termination were recoverable only if actual damages for such delay were disallowed for one reason, conceded that its liquidated damages claim was invalid if, as actually happened, the actual damages were disallowed for some other reason (App. Br. 214-218).

Plaintiff submits that its position has been that it is clearly entitled, upon establishing liability of the defendants, to recover *either* actual or lquidated damages for the delays after termination, and that the memorandum and argument by plaintiff's counsel referred to by defendants (App. Br. 215, 217), make this perfectly clear.

The reason why plaintiff in the trial Court referred to the possibility that actual damages might be denied because liquidated damages were the sole remedy for delay is readily understandable: That was the principal ground urged by defendants below in arguing against the admissibility of evidence of actual delay damages. (Tr. 3727; 4012, 4013; 4055-4057; 4062, 4063).

The fact that the trial Court denied recovery of actual delay damages for another reason does not change the basic situation. DeLong defaulted in performance, with consequences including the following: (1) the State was obliged to have the piers completed by other means, at an increased cost, and (2) the State and the public were delayed in obtaining a completed, usable bridge. The judgment entered herein compensates the State for the increase in construction costs. However, if actual delay damages are denied, for whatever reason, the public will be denied any compensation for the delay unless the liquidated damages agreed upon are allowed. There is no sound reason why defendant, whose default created the problem, should receive a windfall in the form of a release from liability for part of the consequences of its breach of contract.

Defendants suggest that termination of the contract extinguished executory performance obligations, and that therefore liquidated damages for delay thereafter cannot be recovered (App. Br. 219,220). Obviously, one need not continue performing a terminated contract, but that elementary principle has no application here. The damages in issue are not for DeLong's delay in perfarmance after its contract was terminated. Rather, they are for the delay in completion of the bridge arising from the default of DeLong which preceded and caused the termination. As will be seen, a number of well-reasoned cases support the recoverability of liquidated damages in like situations, for the period of time after termination or abandonment that is reasonably required for completion of the work.

To the extent that *Valente v. Chieppo*, 97 Conn 719, 117 A. 801 (1922), cited by defendants (App. Br. 221) supports defendants' position, it seems to stand alone. It should also be observed that the opinion does not disclose whether or not the award for delay was pursuant to a contractual liquidated damages provision, that it is a minor point in the case, and that the court cited no authority for its holding.

The other cases cited (App. Br. 220) are simply not in point. *Ford Motor Co. v. Alexander Motor Co.*, 223 Ky 16, 2 SW2d 1031 (1928), involved a dealership agreement, terminable at will by either party, with or without cause. When one party exercised the right to terminate, it was understandably held that the other party had no cause of action for damages on account of the termination.

In *Grant v. Aerodraulics Co.*, 91 Cal.2d 68, 204 P2d 683 (1949), (App. Br. 220), it was held that defendants' purported cancellation of a licensing agreement *did not* avoid their liability to plaintiff for royalties which had already accrued.

J. R. Watkins Co. v. Brewer, 73 Ga.App. 331, 36 SE2d 442 (1945), also cited by defendants (App. Br. 220), was an action on an account stated for goods sold, against the purchaser and his sureties. It had nothing to do with liquidated or other damages for delay. The court did say " 'Stipulations in the contract as to the rights of the parties on termination will ordinarily be enforced according to their terms * * * *' ", and held it was error to direct a verdict in favor of the sureties. 36 SE2d at 449.

Defendants' contention that liquidated damages are not recoverable in cases of abandonment (App. Br. 220-222) represents a view taken in some cases, primarily of historic interest.

In *Rainier v. Masters*, 79 Or. 534, 154 P.426, 155 P. 1107 (1916), (App. Br. 221), a distinguishing fact is the apparent failure of the City to plead or prove that the work was ever completed by anybody. Here, we are not concerned with "a perpetuity of *per diem* forfeiture." Further, the case also recognizes that if the plaintiff city had tried the case on such theory, it could nevertheless have collected its actual damages. 79 Or. at 539, 540. Further, it is doubtful whether the case would reach the same result today, even on its facts, in view of the subsequent decisions in other jurisdictions.

In *Southern Pac. Co. v. Globe Indemnity Co.*, 21 F2d 288 (2nd Cir. 1927) an owner sought, among other things, liquidated damages for delay in completion of a ship-building contract, including delays after the original contractor abandoned the work (the owner completed the work itself). It was held as follows:

> "It is urged that a liquidated damage clause does not apply when work under the contract is abandoned by the contractor. [Citations omitted.] A close examination of the cases, however, does not in our opinion establish such a rule, and we can see no justification for it, at least when the contractor abandons after the time for completion has passed. In such a case some part of the liquidated damages has accrued before the repudiation. No intelligible reason has been suggested why the owner should lose his right to them because of sussequent repudiation.
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> * * * * *
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> "On the other hand, there are a number of decisions which permit the owner to recover, not only the increased cost of completing the abandoned contract, but also liquidated damages for delay caused by the contractor's breach. [Citations omitted.] These cases do not limit the liquidated damages to delays occurring prior to the contractor's abandonment. They do require that the delay be caused by the contractor, but his default may be operative to delay completion by the owner. The contractor cannot, of course, be held for the delays caused solely by the owner in completing the work." 21 F2d at 291.

The cause was remanded for determination, among other things, of the proper duration of the period for which liquidated damages should be allowed.●

At least three New York cases take a similar view. *Clemente Const. Corp. v. P. T. Cox Contracting Co.*, 172 Misc. 904, 16 NYS2d 483 (1939); *McKegney v. Illinois Surety Co.*, 180 App Div 507, 167 NYS 843 (1917); *Comey v. United Surety Co.*, 160 App Div 698, 145 NYS 674, aff'd. 217 NY 268, 111 NE 832 (1914).

In the most recent of the New York cases just cited, the defendant prime contractor was allowed a counterclaim for liquidated damages, all of which accrued after abandonment by plaintiff subcontractor. Plaintiff, like defendants here, urged that liquidated damages could not be recovered because performance was not de-

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● A subsequent appeal after such determination appears at 30 F2d 580.

layed, but abandoned. (Plaintiff subcontractor abandoned the work before the scheduled completion date.) After noting an apparent conflict in the authorities, the Court said:

> "The better rule, in the opinion of this Court, is to allow liquidated damages in such cases. Otherwise, it would be easily possible for a contractor to avoid liability, under a contractual provision for the payment of liquidated damages for delay in completion, by deliberately abandoning the work as soon as he became convinced that he could not complete it within the specified time." *Clemente Const. Corp. v. P. T. Cox Contracting Co.*, supra, 16 NYS2d at 488.

In the same case, the court also quoted with approval from a note in 52 Harv. Law Rev. 160, 161, where it was said:

> " 'The older view,⑧ then, is anomalous in that the more flagrant the breach and the greater the likelihood of delay, the more difficult it will be for the owner to recover for the delay he was guarding against.' " 16 NYS2d at 489.

In *Six Companies v.Joint Highway Dist. No. 13*, 24 F. Supp. 346 (D.C. Cal., 1938), aff'd. 110 F2d 620, rev'd. 311 U S 180, 85 L ed 114, a highway contractor sued for a balance allegedly due for work and materials. The defendant highway district cross-complained, alleging abandonment by the contractor, and was allowed recovery of the reasonable cost of completion, and other items including liquidated damages for delay "through the period that would have been consumed by the contractor if he had, instead of the owner, carried the work to completion." This recovery, it should be noted, was allowed against the contractor and its sureties.

The judgment was affirmed by the Ninth Circuit (110 F2d 620). The reversal by the Supreme Court, 311 U S 180, 85 L ed 114 (1940), cited by defendants (App. Br. 222), was not because of any inherent flaw in the District Court's reasoning, but because the Supreme Court held the federal courts to be bound by California law which, as construed, forbade the recovery of liquidated damages in cases of abandonment.

Although we hesitate to criticize the U. S. Supreme Court's decision, it appears that the California case relied upon⑨ actually held

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⑧ The "older view" is that taken by cases such as *Rainier v. Masters*, supra, 79 Or 534.

⑨ *Sinnott v. Schumacher*, 45 Cal App 46, 187 P. 105 (1919); see also *Baciggalupi v. Phoenix Bldg. & Construction Co.*, 14 Cal. App. 632, 112 P. 892 (1910).

that an owner may recover actual damages when a contractor has breached his contract, notwithstanding a liquidated damage clause in the agreement.

> "In these cases the plaintiff made no claim to collect liquidated damages for delay, as well as the increased cost of completing the abandoned work. They are not, therefore, authorities for the alleged rule that he cannot do so." *Southern Pac. Co. v. Globe Indemnity Co.*, supra, 21 F2d 288, 291 (2nd Cir. 1927).

In *Austin-Griffith, Inc. v. Goldberg*, 224 S.C. 372, 79 SE2d 447 (1953), it was contended that a liquidated damages provision should not apply in cases of abandonment. The court reviewed its prior decisions, as well as those of other courts, and held as follows:

> "We are not called upon to determine whether a provision for liquidated damages is applicable where the contractor abandons his work prior to the date fixed in the contract for completion, and are not to be understood as intimating any opinion thereabout. Following the rule announced in National Loan & Exchange Bank of Greenwood v. Gustafson [157 S.C. 221, 154 S.E. 167], supra, and the better reasoned cases elsewhere, we hold that where the contractor abandons the work after the time fixed for completion, the clause providing for liquidating damages applies from the time fixed for completion until the work is abandoned, and for a further period of time reasonably necessary to complete the job." 79 SE2d at 455.

Plaintiff submits that these authorities are more than ample to sustain the Court's allowance of liquidated damages after termination of the contract.

Defendants' contention regarding mutual responsibility abrogating the liquidated damages provision (App. Br. 222-224) is disposed of under the First Assignment of Error on Cross-Appeal (infra, pp. 132-140).

The separate contentions of defendant Travelers as to its supposed non-liability for liquidated damages, even if DeLong is held therefor, (App. Br. 224-228) are patently unsound.

In the first place, Travelers asks this Court to find that it is a party to the performance bond, but not to the construction contract (App. Br. 224). This is obviously a distinction without a difference, since, as Travelers apparently concedes, all of the terms and provisions of the principal contract are incorporated by reference into the performance bond (Ex. 3; App. Br. 224, 226).

The very essence of the performance bond is to ensure performance by the contractor, DeLong, of its obligations under the principal contract. One of those obligations is the payment of liquidated damages under the circumstances described therein. The liability of the surety in this regard can be no less than that of its principal.❽

Plaintiff does not seek to impose upon Travelers any liability beyond the boundaries of ORS 381.060 (See App. Br. 226-228), or whatever other statutes might apply to the performance bond in this case. See, for example, ORS 366.400, relating to performance bonds on State highway construction contracts generally, and ORS 367.425, authorizing contracts for construction of this specific bridge to be awarded by Oregon, Washington or both.

As defendants point out, "Travelers' obligation was to secure 'the faithful performance of the contract.'" (App. Br. 228). The payment of liquidated damages, under the prescribed conditions, was a part of the performance due from DeLong. Travelers undertook, for a consideration, to secure that performance as well as any other.

The allowance of liquidated damages for a specified period after termination of the contract was supported by the evidence, is in accordance with the modern and better-reasoned authorities, and was not erroneous.❾

ANSWER TO ASSIGNMENTS OF ERROR NOS. 10 and 11

SUMMARY

Plaintiff was entitled to declaratory relief against defendants in this case, with respect to the claim of U.S. Steel Corporation, and the Court properly refused to strike allegations of the complaint relating thereto. If plaintiff is under any liability to U. S.

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❽ A corporate surety for profit is generally not accorded the "tenderness" with which the law formerly dealt with individual sureties. See e.g., *Bross v. McNicholas*, 66 Or 42, 48, 133 P 782 (1913).

❾ Plaintiff believes it would also have been proper to allow, in the alternative, the established actual damages it sustained from delay in completion of the bridge. See Second Assignment of Error on Cross-Appeal, infra, p. 140. As noted there, plaintiff was not entitled to both actual and liquidated damages for essentially the same delay, but it was and is certainly entitled to one or the other.

Steel for delay arising out of delay in completion of the piers, DeLong, having caused the pier delay, is liable to indemnify plaintiff on account thereof.

In proceedings under the declaratory judgment statutes, where such issue is presented, the Court should grant declaratory relief between the parties with respect to unliquidated claims of third parties arising out of the matters in controversy.

ARGUMENT

Defendants' entire claim of error with respect to the claim of U. S. Steel Corp. appears to be one giant misconception, comprised of a series of illegitimate arguments.

They complain of plaintiff's supposed "abject admission," in the complaint, of liability to U. S. Steel (App. Br. 232). If defendants have read the portion of the complaint to which they refer, it is not perceived how they can possibly describe it as an admission of anything, abject or otherwise. The allegation in question reads, in pertinent part, as follows:

> "U. S. Steel Corporation * * * has asserted and continues to assert that, as a result of the delay in completion of the piers, it will sustain substantial damages * * * and that * * * plaintiff is liable to U. S. Steel Corporation for such damages." Fifth Am. Compl., par. XIV, Supp. Ab. 152, 153, App. Br. 229).

This statement[9] of what is asserted by U. S. Steel is not an admission of legal conclusions included in such assertions.

Defendants' argument on this matter contains an example of the sort of over-zealous advocacy not normally engaged in by competent, experienced counsel, where they urge:

> "* * * it is to be inferred that there must have been some secret whisperings in a hollow stump between the State and U. S. Steel Corporation during the course of this litigation." App. Br. 233

There is, of course, not a shred of evidence to support this scurrilous suggestion. It appears to depend upon the notion, shown above to be wholly false, that plaintiff admits some liability to U. S. Steel.

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[9] To confirm the accuracy of the statement, see Ex. 156.

Further, plaintiff cannot concur in defendants' apparent belief that divination is a proper method for litigants or courts to employ in resolving litigation (App. Br. 233). Webster defines this process as follows:

> "The act or practice of foreseeing or foretelling future events or discovering hidden knowledge, often accompanied by rites in which the unseen powers are assumed to co-operate. Divination may depend on the psychical condition of the diviner, as in the case of the inspired priestess at the Delphian oracle, the spiritualistic medium or the crystalgazer (see CRYSTAL VISION). Or it may take the form of a magic art, as in the study of omens (as the inspection of the flight of birds or the entrails of sacrificed animals; see AUGURY), or of portents, etc. (as in astrology), or in the casting of lots. See MAGIC." (Webster's New International Dictionary, 2nd Ed., Unabridged, 1941).

It does not require the assistance of "the inspired priestess at the Delphian oracle," or a crystal ball or the casting of lots to decide that no error was committed with respect to the U. S. Steel claim.

Plaintiff does not know what claims might eventually be upheld in the separate litigation instituted by U. S. Steel against the present defendants (App Br. 233)[●] or whether any party thereto is subject to collateral estoppel. We assume that the Circuit Court for Multnomah County has decided or will decide what it deems to be the pertinent issues therein without this plaintiff's assistance.

Hence, plaintiff sees no point in discussing whether or not U. S. Steel might be entitled to the benefit of collateral estoppel. (App. Br. 233-235). There is no such issue in this litigation.

The true purpose of plaintiff's request for a declaration as to the claim of U. S. Steel can be easily understood, without divination. U. S. Steel has sued the State, claiming delay damages allegedly arising out of the delay in completion of the piers (Ex. 156). That action is still pending.

It must be considered as a possibility, without admitting any liability, that U. S. Steel might prevail in that case. If so, the State would be obliged to compensate U. S. Steel for damages arising out of delay in completion of the piers. The issue of responsibility for such delay is involved in this present case, and was resolved in

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[●] Defendants having mentioned this litigation, it may be permissible to note that the complaint therein was marked as an exhibit, but excluded from evidence upon defendant's objection (Ex. 158 for identification, Tr. 508, 509).

plaintiff's favor (at least partially) when the trial Court found that DeLong caused 476 days delay after termination (Ab. 24, 25).

Without a declaration such as the Court here made, plaintiff, if held liable to U. S. Steel under its contract, would be obliged to either absorb the loss or bring still another action later to seek indemnity from these defendants for the loss arising out of the delay which has here been held to be caused by these defendants.

Under the law, there is no reason why the issue of who caused the delay should be litigated once here, and perhaps again in one or both of U. S. Steel's actions, and still again in further litigation between this plaintiff and these defendants.

As to the substantive question of DeLong's liability to the State for any liability to other contractors incurred by the State as a result of DeLong's delay, an analagous case is *City of Bridgeport v. United States Fidelity & G. Co.*, 105 Conn. 11, 134 A 252 (1926). In that case, two contractors, Empire and Holbrook, were awarded contracts by the City for different portions of a bridge. Empire was several months late in completing its portion, which had to be done before Holbrook could proceed. Holbrook had to finish its work in a later season of the year than anticipated, and it was agreed that Holbrook's costs were increased as a result by some $98,000. It was also shown that the City had been obliged to pay Holbrook its excess costs. A judgment for the City against Empire's surety was reversed, because of the absence of evidence connecting Empire's delay with the City's payment to Holbrook. It was held, however, that the Court had erred in excluding evidence to establish that connection, i.e., the judgment file in an earlier action where Holbrook had recovered a judgment against the City for its $98,000 excess costs.

> "When a contractor recovers a judgment against an owner for the breach of his contract with the contractor, resulting from the breach by another contractor of his contract with the owner, the judgment thus obtained is prima facie evidence, in an action by the owner against the surety * * * for the other contractor, of the fact and amount of the judgment, and that the contractor's default was made in consequence of the breach

> of the other's contract with the owner; in short, of the cause of action upon which the judgment was based." 134 A. at 255.[9]

Here, the situation is perhaps the converse, in that the fact and amount of any damage suffered by U. S. Steel have not yet been adjudicated. However, its claim has been asserted, and any eventual liability of the State to U. S. Steel will be based upon the delay in completion of the piers (Ex. 156). Since the State and DeLong are litigating other aspects of the same matters in this case, it was appropriate to seek and obtain an adjudication, binding as between them, as to responsibility for the delay to U. S. Steel.

After U. S. Steel's claim has been adjudicated, if it is eventually held entitled to recover damages for the delay to its work, the present declaration will avoid or at least greatly simplify future litigation between the present parties as to which of them should bear the burden of U. S. Steel's loss, if any.

As to the propriety of a declaratory ruling such as this, in advance of the resolution of U. S. Steel's claim, a case in point is *Gray Line Co. v. Goodyear Tire & Rubber Co.*, 280 F2d 294 (9th Cir., Or. 1960). There, a bus company obtained a judgment against a tire company for damages to its bus, sustained in an accident caused by a tire failure. The U. S. District Court refused to also grant declaratory relief with respect to the unresolved personal injury claims asserted against the bus company by a number of passengers injured in the same accident, on the basis that plaintiff was "* * * not entitled to anticipatory indemnification from the defendant." On appeal, the judgment for damages was affirmed, and the judgment that plaintiff was not entitled to anticipatory indemnification was reversed, with directions to hear, consider and pass upon that phase of the case under the federal Declaratory Judgments Act. The Court specifically referred to and quoted 28 USCA § 2201, which is similar to ORS 28.010, in granting power to the Courts to declare rights and other legal relations, whether or not further relief is or could be claimed, and providing that such declarations shall have the force and effect of a final judgment.

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[9] It was also held that a provision in Empire's contract for liquidated damages for delay did not preclude recovery of the actual damage involved. 134 A at 257, 258.

Also pertinent is *City of Creve Coeur v. Creve Coeur Fire Protection District*, 355 SW2d 857 (Mo. 1962). There, a city sued a fire district for declaratory relief to the effect that under applicable statutes the district was obligated to pay the rental cost of fire plugs furnished by a water company under contract with the city. The Court rejected defendants' contention that the water company was a necessary party, observing that plaintiff sought relief only as between itself and the defendant, and did not intend to affect plaintiff's primary obligation to the water company. 355 SW2d at 860, 861.

See also *Connolly v. Great Basin Insurance Company*, 6 Ariz App 280, 431 P2d 921 (1967), and *Celina Mutual Insurance Co. v. Sadler*, 6 Ohio App 2d 161, 217 NE2d 255 (1966), to the effect that declaratory relief as to insurance coverage of third parties' injury claims may be granted, as between insurers and insureds, even though the injured claimants are not made parties.

Finally, the declaratory relief as to U. S. Steel's claim appears to be no more than a formalization of what naturally follows from the Court's preceding ruling that DeLong was liable to the State for damages⊕ for delay following termination of the contract. If DeLong caused such delay for one purpose, it caused it for all purposes pertinent to the controversy.

ANSWER TO ASSIGNMENTS OF ERROR NOS. 12 and 13

SUMMARY

ORS 743.114 allows recovery of reasonable attorney fees in actions on contractors performance bonds as well as on other types of insurance policies. Where, as here, the policy does not require a proof of loss, none is required as a prerequisite to recovery of attorney fees. Filing a complaint is, in such a case, sufficient demand. Even if otherwise required, defendant Travelers waived the filing of a proof of loss.

⊕ Here, liquidated damages in the amount of $952,000.

ARGUMENT

The gist of defendants' argument in support of these Assignments of Error (both of which relate to the allowance of attorney fees) is apparently that since the contract and performance bond do not expressly refer to attorney fees, allowance thereof must be pursuant to ORS 743.114, the requirements of which were not met (App. Br. 244-251).

It is agreed that plaintiff's right to attorney fees in this case depends upon ORS 743.114 rather than upon an express agreement. However, it is submitted that all applicable requirements of that statute were fulfilled.

As to general applicability of the statute, ORS Chapt. 743 (including ORS 743.114) is a part of this State's comprehensive Insurance Code. ORS 731.004. Surety bonds are expressly recognized as a form of insurance policy. ORS 731.186 provides that:

> " 'Surety insurance' means insurance guaranteeing the fidelity of persons holding places of trust, the performance of duties, contracts, bonds and undertakings, including the signing thereof as surety, and insuring the performance of obligations of employers under workmen's compensation laws by surety bond."❾

It does not seem to be disputed that contractors performance or payment bonds are insurance policies within the meaning of ORS 743.114, relating to reasonable attorney fees. In any case, they have been so recognized. *Wiley Co. v. Home Indemnity Co.*, 213 Or 493, 326 P2d 123 (1958); *Fred Christensen, Inc. v. Hansen Construction Co.*, 142 Or. 549, 21 P2d 195 (1933).

Defendants' specific objection seems to be that a proof of loss should have been pleaded and proved, although not contemplated by the bond, because the complaint allegedly fails to set forth a specific dollar demand. (App. Br. 244, 245; 248-251)

Defendants quote portions of the complaint and of the prayer thereof in support of their assertion that no specific demand was made (App. Br. 245, 248). They apparently overlooked paragraphs XI and XII setting forth liquidated damages claims in specific

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❾ See also ORS 731.102, defining "insurance" and ORS 731.122, defining "policy".

amounts, and paragraph XIII, alleging that because of DeLong's breach, plaintiff sustained additional damages in the amount of $3,475,205.43, including $2,464,810.77 in excess costs incurred in completing the work (Ab. 2, 3; Supp. Ab. 152).

It has been recognized that filing a complaint is a sufficient demand, where the action is such that a formal proof of loss is not required, to authorize the award of an attorney's fee under ORS 743.114. *State v. Claypool*, 145 Or 615, 28 P2d 882 (1934); *see also: New York Life Ins. Co. v. Lee*, 232 F2d 811 (9th Cir. Or. 1956).

Defendants apparently concede that where, as here, the particular policy does not require a proof of loss, none is required to recover attorney fees (App. Br. 249). This is correct under *State v. Claypool*, supra, 145 Or 615, 28 P2d 882 (1934). They suggest that paragraph IX of the complaint shows that plaintiff does not rely upon this rule (App. Br. 249). Nonsense. Nothing in paragraph IX is inconsistent with the rule that no proof of loss is required in a case of this nature.

There is nothing in the statute itself requiring that a specific dollar demand must be made at any particular time where the "proof of loss" provision is inapplicable. ORS 743.114 provides:

> "(1) If settlement is not made within six months from the date proof of loss is filed with the insurer and an action is brought in any court of this state upon any policy of insurance of any kind or nature, and the plaintiff's recovery exceeds the amount of any tender made by the defendant in such action, then the plaintiff shall recover as part of his judgment such additional sum as the court may adjudge to be reasonable as attorney fees." ((Subsection (2) provides for additional attorney fees on appeal.)

For another thing there is no evidence that Travelers ever demanded a "proof of loss" or other specific dollar demand, although the prayer for allowance of reasonable attorney fees has been in the case since the original complaint was filed in 1965 (see trial Court file). An insurer may waive the filing of a proof of loss, where otherwise required, and if such waiver has occurred, attorney fees are allowable as if the proof of loss had been furnished. *Watson v. Pacific Co.*, 144 Or 413, 21 P2d 201, 25 P2d 162 (1933).

Nor, of course, is there any evidence that Travelers ever furnished plaintiff with proof of loss forms. Failure to do so would also amount to waiver, even if a proof of loss had initially been required and attorney fees would be allowable on the basis of such waiver. *Higgins v. Insurance Co. of N. America,* — Or —, 469 P2d 766, 775, 776 (1970).

Assignments of Error 12 and 13 are without merit.

SUPPLEMENTARY

ANSWER TO ASSIGNMENTS OF ERROR NOS. 14-A and 14-B

SUMMARY

Both factual contentions urged by defendants under this Assignment are founded upon dubious evidentiary bases, are contrary to facts found by the trial Court, and would require this Court to reweigh the evidence *de novo*. Error cannot be predicted upon the failure to find controverted facts.

ARGUMENT

Defendants here urge error in the trial Court's failure to find that certain contentions were facts, namely (Assignment 14-A) that plaintiff assumed responsibility for all further work at Pier 169, and (Assignment 14-B) that the defective seals were caused by acts of plaintiff (App. Br. 251).

Essentially this assignment has been answered: the trial Court heard the evidence, found the facts adversely to defendants' contentions, and the facts are not to be re-tried here. See Answer to Assignments of Error 1, 6, 7, 14, 15 and 17, supra, p. 55).

Further, even if the facts were properly reviewable, both contentions were hotly disputed throughout the trial and find, at best, scant support in the evidence. See Statement of Facts, supra, pp 24-30 as to causes of the defective seals, and p. 49 as to the supposed assumption of responsibility.

Further, it appears that rarely, if ever, will an appellate Court consider a claim that error was committed by the trial Court's failure to find alleged facts, where the evidence is conflicting.

In a jury case, one of the statutory admonitions required to be given is that the jury is not bound to find in accordance with the testimony of any number of witnesses, as against a lesser number of other evidence. ORS 17.250(2). A judge hearing a case without a jury is subject to the same principle. *Van DeWiele v. Garbade*, 60 Or 585, 592, 120 Pac 752 (1912).

Here, the trial Court expressly rejected defendants' contention and found, on persuasive, competent evidence, that the defective concrete was caused by DeLong's faulty workmanship and equipment in designated particulars (Ab. 23; Statement of Facts, supra, p. 24). Thus, defendants' Assignment 14-B, wherein they claim the bad concrete was caused by acts of plaintiff, is patently contrary to the facts as found by the trial Court.

Likewise as to Assignment 14-A, the supposed assumption of responsibility by the State. Even if it had been or could be found that the State assumed anything, the most that any view of the evidence could justify would be that the State assured DeLong, which feared otherwise, that scour conditions had been corrected sufficiently and that scour presented no hazard to further work at Pier 169. Even if the plaintiff had warranted that such was the case, the trial Court found that scour was not causally related to the defective concrete, which is found to have resulted from other causes (Ab. 23). Thus, a finding that the State "assumed responsibility" would either be wholly immaterial, or directly contrary to the facts which *were* found to exist.

Assuredly, the State did not assume responsibility for the contractor's fault in pouring concrete too slowly through a single, leaky tremie pipe (Ab. 23), and probably could not in any case assume such responsibility without violating the insurance laws.

As a matter of appellate procedure, it appears that *failure* to find a fact will never be held erroneous unless, perhaps, such fact is admitted or compelled by the evidence. Defendants' contentions were neither admitted nor compelled.

In *Scott v. Ford*, 45 Or 531, 549, 78 Pac 742, 80 Pac 899 (1905), a judgment was reversed for an erroneous conclusion of law from the facts as found. However, as to assignments of error based on the trial Court's denial of a motion for other, different and additional findings, the Supreme Court said:

> "These requested findings go to the very gist of the action. But it is not in the province of this court to make findings of fact in a law action; nor can we substitute one finding in the stead of another, unless it might be in a case where no other reasonable inference could be drawn from the evidence, which is not apparent here. These are matters exclusively for the trial court."

The Connecticut court was squarely presented with a claim of error in failure to find certain facts in *Kaufman v. Specht*, 106 Conn 503, 138 A. 367, 368 (1927). Plaintiff, in that action tried to the court below, recovered a judgment for fraud. On appeal, defendant urged error in refusing to find certain facts in accordance with his defense. In affirming, the Court pointed out that the facts were disputed below, described the transaction and the nature of the defense, and said:

> "Most of the assignments of error, including those based directly upon the refusal of the trial court to find the facts set forth in the draft finding, complain of the failure of the court to find facts supporting this defense or the findings of facts inconsistent with it. They present no question of law, and, of course, cannot avail the defendant in the absence of a correction of the finding.
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> "* * * * Defendant's brief cites and relies upon the evidence of the defendant to support his contention, disregarding the finding which conclusively determines the controlling facts adversely thereto"

The same observations apply here, and the result must also be the same. Assignments of Error 14-A and 14-B are without merit.

SUPPLEMENTARY ANSWER TO ASSIGNMENTS OF ERROR 15-A THROUGH 15-E

SUMMARY

There was no error in the trial Court's failure to hold that plaintiff breached the contract. No warranty as to subsoil conditions existed. There could be no finding of fraud, since there was no evidence of an intent to deceive. Any variation between the State's boring logs and the contract plans was immaterial. There was no non-disclosure of facts relating to scour. Neither difficulties in pile driving, which was completed, nor scour which was corrected before the concrete seals were improperly poured, could excuse DeLong's refusal to proceed. Unanticipated difficulties in performance do not relieve a party from performing for the agreed price, nor constitute impossibility. In the absence of a contrary agreement, the risk of loss during construction is on the contractor. Failure to make progress payments after default by the contractor is not a breach of contract.

ARGUMENT

Defendant contends it was error for the Court to fail to find that plaintiff breached its contract, with respect to various supposed warranties, and in failing to make progress payments (App. Br. 267, 268).[*] The simple and conclusive answer to these contentions, of course, is that they are wholly inconsistent with the facts found by the Court, and that the facts are not to be redetermined here. See Answer to Assignments of Error 1, 6, 7, 14, 15 and 16, supra, p. 55. Further, as pointed out in plaintiff's Supplemental Answer to Assignment of Error No. 14, this is not a case, if there are such cases, where error can be predicated on the failure to find disputed facts (supra, pp. 108, 109).

Over and above that, however, it may be appropriate to refer to some of the applicable legal principles, in order to confirm that the trial Court correctly applied the law to the facts of this case.

First, the defendants from the beginning of this case have urged and continue to urge that certain language in the specifications is an "express warranty on sub-surface information" (App. Br. 269). The portion of the language which they there quote might conceivably, in a vacuum, be susceptible of interpretation as a warranty. However, in the context of the entire contract, and established legal principles, it is clear that the language relied upon is no such thing.

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[*] So far as any specific Assignment of Error is concerned, at least, it appears that defendants have now abandoned their absurd contention that plaintiff was somehow guilty of intentional fraud. See, e.g., Ab. 17; Tr. 56; 61; 8999.

The special provisions of this contract (Ex. 3, p. 44a) add to the standard specifications on "Excavation and Fill," (Ex. 4, p. 22) the following language:

> "The subsurface material at the structure site, as shown on the plans, represents the best available estimate of existing conditions based on explorations made by the Highway Commission. The Highway Commission does not guarantee that material encountered will conform to that shown on the plans."

For one thing, the addition of this language to the specifications on "Excavation and Fill" clearly shows that, whatever its meaning, it has nothing whatever to do with pile driving, the phase of the work about which defendants cry the loudest.

For another, the use of the word "estimate," in conjunction with the express disclaimer of any guarantee or warranty, shows that this was obviously not intended as any sort of warranty, but to specifically tell the bidders that the subsurface information on the plans was *not* a warranty, but only an estimate.

This view is in accordance with the law in Oregon, as exemplified in *Palmberg v. City of Astoria,* 112 Or 353, 228 P 107, 229 P 380 (1924). There, a contractor failed in his attempt to show that the defendant city had misrepresented the quantity of fill material that would be required on a street project. The Court noted evidence that the estimate of quantities in the bidding documents was understood to be only an approximation, and held that there could be no recovery for the variation between the estimate and the actual quantity required. 112 Or at 365, 366.

It was further held that there could be no recovery for fraud, since the evidence showed a lack of intent to deceive, but at most a mere mistake. 112 Or at 366-370.

The Court also discussed various authorities, including the *Hollerbach* and *Christie* cases,[®] cited by defendants here (App. Br. 268, 269), and distinguished them as follows:

> "* * * The precept laid down there is that a positive, direct statement of fact must be treated as made and is in the nature

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[®] *Hollerbach v. United States,* 233 U S 165, 34 Sup Ct Rep 553, 58 L. Ed 898; *Christie v. United States,* 237 U S 234, 35 Sup. Ct. Rep. 565, 59 L.Ed. 933.

> of a warranty which must be strictly adhered to but where an approximation is given and it is so stated, the party accepting such a statement must take it at its own value and cannot rely upon it as if it were made positively. So, in this case, when plaintiff was warned in advance that the quantities were approximate only and that no additional compensation would be allowed on actual quantities employed, he made his bid with his eyes open and at his own risk and the city cannot be held liable under such circumstances." 112 Or at 374, 375.

Certainly, the contract provision that the subsoil information is an estimate, and that the Commission does not guarantee that material found would conform thereto, cannot be tortured into the "positive, direct statement of fact" required for a warranty. A court is not justified in reading ambiguities into an otherwise unambiguous contract in order to relieve a contractor from a hard or improvident bargain. *Simpson Timber Company v. Palmberg Construction Co.*, 377 F.2d 380, 386 (9th Cir. 1967).

Further, there is no evidence, assuming a warranty and its breach, that such was material. Assuming, for example, that at some given location, the State's boring logs disclosed wood fragments at an elevation to which pilings were actually driven, and that the plans failed to disclose the presence of such fragments,[⊕] there is no evidence anywhere in this record that the presence of such fragments, or other supposed variation from the plans, impeded the work or increased defendants' cost one cent!

The need for such evidence, if defendants were to prevail, is aptly illustrated in *O'Neill Const. Co. v. City of Philadelphia*, 335 Pa 359, 6 A2d 525, 529 (1939). There a sewer contractor sought to revover for misrepresentation, in that the plans showed test borings along the center line of the sewer, while the borings were actually made some 12 feet away, and the contractor encountered wooden cribbing in the excavation area. The court said:

> "It was not sufficient for plaintiff to show possibility or even probability; in order to establish a material misrepresentation it was bound to prove that the subsoil along the center line of the sewer was in fact other than that shown on the plans, and this it failed to do."

[⊕] Plaintiff does not believe that any such variation at the location and depth of any particular pilings was shown. See Statement of Facts, pp. 17-19.

Similarly here, there is no evidence that the driving of even one piling was made more difficult because driven into material different than shown on the plans.

With respect to the supposed non-disclosure of information regarding scour, defendants can point only to Ex. X, a hypothetical prediction by one of the State's designers, based upon studies of doubtful application by others.[49] See App. Br. 287. The other exhibits referred to in this connection (Exs. Y; Z-12; M-1) show no more than the general proposition that some scour was probable. This much was known by Colonel DeLong (Ex. T-15, pp. 37, 40), his engineer (Tr. 7163) and even his insurange agent (Tr. 8045).

As to the prediction in Ex. X, deemed unreliable by its maker (Tr. 6134, 6159), there was no duty to disclose it, and defendants can claim no relief based thereon.

A remarkably similar situation was involved in *Walter D. Giertsen Co. v. State,* 34 Wis2d 114, 148 NW2d 741 (1967). There, prior to awarding a contract for bridge construction, the state had obtained from the U. S. Geological Survey a river study which, among other things, indicated that in any given year there was a 50 percent chance of flooding. This study was not disclosed to bidders. After a contract was awarded and the contractors started work, the river flooded twice, washing out some of the work each time. The contractors sought damages, based on non-disclosure of the river study. Recovery was denied.

The opinion's statement of facts[50] quotes a site investigation clause in the contract very similar to that in DeLong's contract (Ex. 4, p. 2, art. 1.3.3). Because of the similarity to this case, we quote at some length from the opinion:

> "We believe that the contract entered into between the parties was an arm's length one; it required the contractors to make their own study as to the 'conditions to be encountered.' We believe that the risk of high water was one of the precise hazards that the parties had in mind when they formally imposed an investigative duty upon the builders.[51] The written

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[49] The testimony as to the nature of this exhibit is outlined in the Statement of Facts, supra, p. 22).

[50] 148 NW2d at 743.

[51] There was no reference to any specific language imposing responsibility on the contractor for loss through "action of the elements" as there is in DeLong's contract. Ex. 4, p. 11, art. 1.7.13; pp. 17, 18, art. 1.9.2.

> agreement expressly provided that 'it is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.' In light of this clause, it is difficult to accept the appellants' present claim that the damages suffered by the flooding should be borne by the state of Wisconsin.
>
> "We distinguish those cases wherein the builder claimed to have been misled by affirmative false statements on the part of the agency. [Citations omitted.]
>
> "We also distinguish those cases in which concrete facts known to the governmental agency are not disclosed by it to the contractor. An example of this is the situation in which the governmental agency has information relating to subsoil conditions at the sites. [Citations omitted.]
>
> "In the case at bar, there was no affirmative misrepresentations by the state, and in addition the nondisclosure related only to estimates and predictions, as opposed to firm facts. The chief bridge engineer for the state testified that the information contained in the United States Geological Survey report was not transmitted because, in his opinion, it was not reliable.● The trial court did not ascribe malice or any improper motive to the state's nondisclosure which related to a prognostication as to flooding rather than an assertion as to an incontestable fact.
>
> "Upon the facts of this case, there is no valid reason to surcharge the defendant with the responsibility for the very risk which the appellants had undertaken by an express contractual commitment. If there had been affirmative misrepresentations by the state or if the nondisclosures were the result of malice or if they related to factual matters as opposed to mere predictions, we might be persuaded to view this matter differently. Dealing, however, only with the facts as presented in the case at bar, we conclude that the plaintiffs' complaint was properly dismissed." 148 NW2d at 743, 744.

Nor should it be forgotten that whatever implied warranties may inhere in a contract of this nature, the State had no duty to conduct sufficient exploratory work to discover all pertinent facts relating to either subsoil conditions or scour, and did not warrant that it had done so. *P & Z Pacific, Inc. v. Panorama Apartments, Inc.*, 372 P2d 759 (9th Cir., Or. 1967); *Depot Constr. Corp. v. State*, 19 NY2d 109, 224 NE2d 866, 868 (1967); *Bank of Broadway v. General Aluminum Door & E. Co.*, 80 Ill. App.2d 15, 225 NE2d 134 (1967). An owner is under no duty to divulge to a contractor facts it did not know, particularly in the absence of inquiry, or where the

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● Cf. the testimony of Allaway, the author of Ex X (Tr. 6113, 6114) to the effect that at the time he questioned "these values" (Tr. 6134), and that "there was doubt as to whether these [calculations] were correct in my mind at the time and actually whether this was applicable to the location——" (Tr. 6159).

facts are equally obtainable by both parties. *Simpson Timber Company v. Palmberg Construction Co.*, 377 F.2d 380, 385 (9th Cir. 1967).

Moreover, regardless of what view is taken of the entire matter of subsoil information, nothing relating thereto really makes any difference in this case. Defendants are not claiming an offset for additional costs in pile driving or in excavation. They did not offer any evidence of what their actual costs for such work were at any pier or at all piers; they did not show what their anticipated costs for such work were at the time of bidding; they did not attempt to show what the reasonable cost of such work might be.

The trial Court found as a fact that DeLong drove all the piling required on the job (Ab. 23), and defendants do not challenge that much of the findings. Generally, the excavation required preceded the piledriving, and most of the excavation had also been done at the time the contract was terminated (Tr. 450-463).

It is obvious that any difficulties in work that had already been accomplished could not excuse DeLong from its duty to replace the defective concrete and complete the piers. And that, after all, is what this case is about: Who was right, DeLong for refusing to continue, or the State for terminating DeLong's contract as a result of that refusal?

The completed pile-driving had nothing to do with this issue. This analysis, it is believed, explains the trial Court's finding to the effect that the much ado made about subsurface conditions was a makeweight argument to divert attention from the real issue (Ab. 22, 23).

Unless it was shown that the scour in September, which had been corrected long before the seals were poured at Pier 169, had something to do with the defective concrete in December, then the matter of scour was likewise immaterial. And the trial Court rejected, on a factual basis, the contention that the scour and the defective concrete seals were related (Ab. 22, 23). It has already been shown that such finding is not only supported but virtually compelled by the evidence (Statement of Facts, "Causes of Bad Concrete in 169 Seals," etc., supra, pp. 24-30).

Thus, even if it were believed that there were some material deficiencies in the information given DeLong about either subsoil conditions or scour, the time when any such deficiencies could have furnished some colorable excuse for DeLong's refusal to work had long since passed.

It is well established that a party claiming to have been induced to enter into a contract by misrepresentations must act promptly to avoid the contract upon discovery of the misrepresentation; unreasonable delay results in loss of the power to avoid the contract. *Amort v. Tupper,* 204 Or 279, 285, 282 P 660 (1955); *Yokota v. Lindsay,* 116 Or 641, 644, 242 P 613 (1926); *McCabe v. Kelleher,* 90 Or 45, 51, 175 P 608 (1918); *Elgin v. Snyder,* 60 Or 297, 303, 118 P 280 (1911); *Restatement, Contracts,* § 483. *See also: Federici v. Lehman,* 230 Or 70, 368 P2d 611 (1962).

If a party learns that he has been induced to enter into a contract by misrepresentation, and subsequently continues performance, demands performance by the other party, or otherwise manifests an intention to affirm the contract, the power to avoid or rescind the contract is lost; abandonment of the contract by the deceived party thereafter is a breach of contract. *Six Companies of California v. Joint Highway Dist. No. 13,* 110 F2d 620 (9th Cir. 1940), rev'd. on other grounds 311 U S 180, 85 L ed 114; *Restatement, Contracts,* § 484. Likewise, a right to rescind for material breach is lost if the injured party continues performance after the breach. *Lichter v. Goss,* 232 F2d 715 (7th Cir. 1956).

Nor can it even be supposed that DeLong, if ignorance of the law were an excuse, failed to understand these principles. On October 16, 1963, after previous discussions, Mr. Rand of DeLong's attorneys delivered to the State's counsel a letter reciting, among other things, that DeLong was then actively considering whether or not it should take steps to rescind (Ex. 458). It is evident that by continuing work thereafter, DeLong made an actual election, with advice of counsel, to affirm rather than to abandon the contract (Ex. 438).

Whether such election was made because DeLong realized that its purported right to rescind was ill-founded or for some other reason is unimportant. It chose to continue performance, and its abandonment of work months later could not be justified on the basis of anything that had happened prior to October 16, 1963.

Further, the evidence here shows that DeLong never did have any right to refuse to continue performance. Unanticipated difficulties in performance do not relieve a contractor from the obligation to complete the work for the agreed price. *Savage v. Peter Kiewit Sons Co.*, 249 Or 147, 432 P2d 519, 437 P.2d 487 (1968); *P & Z Pacific, Inc. v. Panorama Apartments, Inc.*, 372 F2d 759 (9th Cir., Or., 1967); *Bank of Broadway v. General Aluminum Door & E. Co.*, 80 Ill App 2d 15, 225 NE 2d 134 (1967); *Brent v. Head, Westervelt & Co.*, 138 Iowa 146, 115 NW 1106 (1908); *Webb-Boone Paving Co. v. State Highway Comm.*, 351 Mo 922, 173 SW2d 580 (1943). Unanticipated events which increase the cost of performance or render continued performance unprofitable, do not constitute impossibility nor relieve a party from performance of his contract. *Savage v. Peter Kiewit Sons Co.*, 249 Or. 147, 432 P2d 519, 437 P.2d 487 (1968); *Learned v. Holbrook*, 87 Or 576, 170 P. 530, 171 P. 222 (1918); *Wheeling Valley Coal Corp. v. Mead*, 186 F2d 219 (4th Cir., 1950).

As applied to this case, the above principles show that even if DeLong's difficulties in pile driving had been unanticipated❾ they would not have justified a refusal to continue at the time encountered. Certainly, such difficulties could not excuse a failure to continue with other work after the pile driving had been completed.

Nor could the State's demand that DeLong remove and replace the defective seals be deemed a breach by plaintiff. DeLong utterly failed to show that the defective concrete was somehow attributable to the State. Even if the failure of the seals had been unexplained❿ and even if the contract had not specifically required the contractor to remove and replace defective work (Ex. 4, p. 6, Art. 1.5.10), this duty would have rested upon DeLong under the general rule that, in the absence of some contrary agreement, the risk of loss during construction is on the contractor. *Collins v. Post, et al*, 227

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❾ *Cf.* trial Court's finding that all pilings were driven with no more difficulty than should have been anticipated (Ab. 23).

❿ *Cf.* trial Court's findings that the basic causes were DeLong's slow rate of pouring concrete through a single, leaky tremie pipe (Ab. 23).

Or. 299, 362 P2d 325 (1961); *Bank of Broadway v. General Aluminum Door & E. Co.*, 80 Ill App.2d 15, 225 NE2d 134 (1967); *Walter D. Giersten Co. v. State*, 34 Wis.2d 114, 148 NW 2d 741 (1967); *Restatement, Contracts*, § 467, Ill 1; *Alm Construction Co. v. Carl Bolander & Sons Co.*, 276 Minn 320, 149 NW2d 925 (1967).

A contractor is not relieved of responsibility for defective work by the fact that performance of such work may have been observed or inspected by the owner's engineer or inspector. *City of Hillsboro v. James & Yost*, 240 Or. 433, 438-441, 402 P2d 511 (1965); *City of Seaside v. Randles*, 92 Or 650, 666, 673, 180 P 319 (1919); *Valley Construction Co. v. Lake Hills Sewer Dist.*, 67 Wash 2d 910, 410 P2d 796 (1965); *United Construction Co. v. Haverhill, N.H.*, 22 F2d 256 (2nd Cir., 1927).

The claim of breach by failure to make progress payments (Assignment of Error 15-E, App. Br. 267, 268, 302). is on a somewhat different footing, in that this more nearly coincided in time with DeLong's abandonment of the job. However, it is no better founded than the claims of breach of warranty.

Regular monthly progress payments were made up through Estimate No. 14, for work done to January 10, 1964. The withholding of some $180,000 for unacceptable concrete seals, of which defendants complain (App. Br. 302), has already been explained (Statement of Facts, "Causes of Bad Concrete," etc., supra, pp. 27, 28).

The next progress payment would not be due in any event until sometime after February 10, 1964, for work up to that time. Apparently, the usual time lag from the end of an estimate period until a voucher was issued and payment made (Tr. 2422-2424). was approximately 10 days or more. At least, DeLong's letter complaining about the amount of the progress payment for work through January 10 (Ex. S8) was dated January 23, 1964 (Tr. 2434, 2435).

At a meeting on February 10, DeLong declared its unwillingness or inability to carry on the contract (Tr. 4939-4941; 7607). As previously noted, DeLong filed a declaratory suit in U.S. District Court on February 18, 1964 (Ex. 153), from which it was clear that DeLong refused to continue under the existing contract and plans. That was on or before the earliest date at which a voucher for the just-completed estimate period might be expected to issue (assuming a normal ten-day time lag as discussed in the preceding paragraph). A progressive decline in the number of workmen on the project had already been observed for a month or more (Ex. 162, Tr. 550-557), and by the end of February it was perfectly clear that DeLong did not intend to proceed (Statement of Facts "Failure to . . . proceed" etc., pp. 4, 5).

Thus, it is evident that DeLong was in default before another payment fell due. Accordingly, failure to make progress payments thereafter was not a breach of contract by the plaintiff. Indeed, the release of payments to DeLong after it had essentially abandoned the work might have been deemed an impairment of the surety's security, resulting in a *pro tanto* discharge of the surety. *Southern Pacific Company v. Globe Indemnity Co.*, 21 F2d 288 (2nd Cir. 1927), later appeal 30 F2d 580, Cert den. 279 U S 860, 73 L ed 100; *Austin-Griffith, Inc. v. Goldberg*, 244 S C 372, 79 SE2d 447 (1953).

There was no breach of contract by the plaintiff, and failure to so hold was certainly not error. The breach, as held by the trial Court (Ab. 22, 24), was by DeLong in refusing to proceed with the work.

ANSWER TO ASSIGNMENT OF ERROR NO. 16

SUMMARY

Damages were properly withheld from DeLong since it lost the case. Further, even had DeLong prevailed upon its claim of wrongful termination, it could not recover for lost profits on the facts shown.

ARGUMENT

Defendants here urge, as if they believe it, that it was error to withhold damages from DeLong (App. Br. 305). This contention may be wholly answered in four short words: DeLong lost the case.

Plaintiff wishes to point out, however, that the only evidence of any damages presented by DeLong is summarized in a few lines of the transcript where it was testified that DeLong's costs in its partial job performance were more than it received in job revenues (Tr. 7401). The difference is claimed as out-of-pocket loss.

In support of this over-all cost approach to damages, defendants rely on cases such as *United States v. Behan,* 110 U S 338. 4 S Ct 81, 28 L Ed 168 (1884), and *Watson v. Oregon Moline Plow Co.,* 112 Or 414, 227 Pac 278 (1924). See App. Br. 305-307.

Plaintiff concedes the law to be generally to the effect that one party to a contract may recover his actual costs incurred in preparation and partial performance, if reasonable, where completion is wrongfully prevented by the other party. The key word here is "wrongfully".

In this case, as the trial Court held (Ab. 22, 24), termination of the contract by the State was justified, proper and procedurally valid. Indeed, it was little more than a formality after DeLong had virtually abandoned the work. Hence, the termination by the State was in no way wrongful and the rule of damages relied on by defendants simply does not apply.

DeLong also claimed and still claims, in addition to out-of-pocket loss, lost profits in excess of $824,000 (Ex. X-14, p. 1; App.Br. 316). Even under the *Behan* rule applicable to cases of wrongful termination, lost profits are recoverable only where it is shown with reasonable certainty that profits would have been realized if performance had continued to completion.

Defendants point to no evidence so indicating in this case, urging only that "reasonable certainty" is something less than absolute certainty (App.Br. 311, 312). Conceding, *arguendo,* that such is true, there is no evidence that if DeLong had completed performance it was reasonably certain, or probable, or even a little bit likely that any profits would have been realized.

The posture of the case does not justify dwelling in detail on what might have been, but it is submitted that the impression from the entire record is that DeLong claims to have *lost* money on the job from the beginning. No reason is suggested for supposing that this trend would have reversed itself if DeLong had completed performance. Indeed, perhaps the doctrine of unjust enrichment indicates that DeLong should pay the State additional sums for terminating the contract and thereby preventing further losses. This result is at least as well justified by the evidence as defendants' claim that DeLong should recover for "lost profits".

Assignment of Error No. 16 is without merit.

SUPPLEMENTARY

ANSWER TO ASSIGNMENT OF ERROR NO. 17

SUMMARIZED ARGUMENT

This Assignment urges, again, error by the trial Court in finding the facts and in failing to find other, inconsistent facts proposed by defendants. This contention has been answered several times, and needs no further rebuttal. See Answer to Assignments of Error 1, 6, 7, 14, 15 and 17, supra, p. 55.

RESPONDENT'S BRIEF ON CROSS-APPEAL

STATEMENT OF THE CASE

As a supplement to Respondent's Statement of the Case, supra, p. 1, the following statement, although to some extent repetitious, will assist in isolating and understanding the issues raised by plaintiff's cross-appeal.

Liquidated Damages

Under the Standard Specifications, a part of the contract (Ex. 3, p. 1 of "Special Provisions"), it was required, in effect, that performance of the work be commenced within twenty days after the contractor received notice of the award of the contract, and that from the time of commencement, the work should be prosecuted as vigorously and as continuously as weather conditions would permit, and in accordance with a schedule which would insure completion within the specified time limit. (Ex. 4, p. 14, Art. 1.8.2). The contract was awarded, after competitive bidding, on June 29, 1962. Defendant DeLong commenced work on November 5, 1962 (Tr. 181, 194).

For purposes of completion time limits, the work was divided into four "Units," each of which carried its own completion date as follows:

Unit 1—October 31, 1963
Unit 2—November 30, 1963
Unit 3—January 31, 1964
Unit 4—June 30, 1964 (Ex. 3, p. 2 of "Special Provisions")

As is customary in contracts for public improvements, the contract also provided that liquidated damages would be assessed if the work was not completed by the specified dates (Ex. 3, pp. 2, 39, 40), unless an increase in time for performance was granted (Ex. 3, pp. 40, 41).

Unit 1 was not in fact completed on October 31, 1963, the specified date therefor (Tr. 296). Unit 2 was not in fact completed on November 30, 1963, the specified date therefor (Tr. 297. 298). Unit 3 was not in fact completed on January 31, 1964, the specified date therefor (Tr. 298, 299). None of the four units was ever completed by DeLong (Tr. 299, 300). Following DeLong's refusal or failure to proceed, the contract was cancelled by the notice of April 2, 1964 (Ex. 21), effective seven days after its receipt (Ex. 4, p.16, Art. 1.8.7).

Plaintiff's Fifth Amendment Complaint made appropriate allegations and sought, among other relief, recovery of liquidated damages in the amount of $330,000, from October 31, 1963 until April 13, 1964, the effective date of termination of the contract (Ab. 2; Supp. Ab. 152, 154). The trial court declined to allow plaintiff recovery of liquidated damages for delay prior to termination of the contract, upon the ground that there were ". . . offsetting valid delays, occasioned by both parties up until the termination time." (Ab. 24).

Plaintiff cross-appeals from the Declaratory Judgment to the extent that it fails to grant plaintiff recovery, inter alia, of $330,000.00 as liquidated damages for delays prior to the termination of the contract.

Actual Damages

Following the termination of DeLong's contract, the work of completing the substructure work was advertised and awarded to another contractor, other segments of the bridge were completed, and it was eventually opened to traffic on July 29, 1966; the originally scheduled date for opening the structure to traffic was April 30, 1965 (Tr. 611, 613; Ex. 155, p. 2).

Plaintiff sought recovery, in addition to liquidated damages incurred prior to termination, of damage incurred through DeLong's breach in the amount of $3,475,205.43, over and above any amounts earned by DeLong and unpaid by plaintiff (Ab. 3; Supp. Ab. 152, 154). This sum included, in addition to excess completion costs, three principal categories of actual damage sustained during the 15-month delay in opening the bridge to traffic, itemized in plaintiff's overall summary of its monetary claims (Ex. 360) as follows:

"Losses by State:

"* * *

"Loss on Ferry Operations (Schedule A-4)	$435,283.24
"Loss on Bridge Toll Operations (Net)	708,058.00
"Loss of Washington State Subsidy	250,000.00"

These three categories of Loss amount in the aggregate to $1,393,341.24

Evidence● was offered and received establishing that plaintiff did sustain these losses in the amounts claimed. The trial Court disallowed recovery of these items, solely upon the basis that "* * * these items were not reasonably contemplated by the parties at the time the contract was formed." (Ab. 24).

Plaintiff cross-appeals from the Declaratory Judgment to the extent that it fails to grant plaintiff recovery, *inter alia,* of $1,393,341.24 actual damages incurred by reason of delays following termination of said contract. It is apparent, of course, that these claims are in the alternative to plaintiff's claim for liquidated damages after termination, which was allowed by the trial Court to the extent of $952,000, and which is attacked by defendants (App. Br. 211, Assignment of Error No. 9). Plaintiff contends that its ultimate recovery must include either the $952,000 liquidated damages which the trial Court allowed, or the $1.393,341.24 actual damages which the trial Court disallowed.

ISSUES ON CROSS-APPEAL

1. Under the terms of the contract and the other evidence, was the State entitled to recover liquidated damages for delays prior to termination of the contract?
2.● Was it reasonably foreseeable, at the time the contract was entered into, that if the contractor defaulted in performance,

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● This evidence is discussed in detail below under "Facts" and its legal consequences under "Argument."

● This issue will be significant only if the Court reverses the portion of the Judgment which grants recovery of $952,000 liquidated dagages for delays following termination. See Assignment of Error No. 9, App. Br. 211. Plaintiff recognizes it is entitled to only one recovery, either liquidated or actual damages, for delays after termination of the contract.

thereby delaying completion of the bridge, the State would sustain the following damages:

(a) Net losses in operation of the ferry for the period of such delay;

(b) Loss of net bridge toll operating revenue for the period of such delay; and

(c) Loss, for the period of such delay, of the State of Washington's contribution to offset the deficit after toll revenues were applied to bond payments?

STATEMENT OF FACTS

Liquidated Damages—Delays Prior to Termination

Inasmuch as this appeal is not deemed to be a trial *de novo,* a detailed review of all evidence bearing some pertinence to the inquiry into which party was responsible for which delays prior to termination would be neither necessary nor appropriate. However, certain basic facts were not and connot be seriously contested.

At the time of termination, effective April 13, 1964, Unit 1 of the contract was some 165 days past its specified completion date, and still not completed (See "Statement of the Case," supra, p. 123).

The contract was formally awarded as of June 29, 1962 (Ex. 3). The contractor was required or authorized to commence work 20 days thereafter, or July 19, 1962 (Ex. 4, p.14, Art. 1.8.2). DeLong actually commenced work on November 5, 1962, some 109 days late (Tr. 181, 194).

From the testimony of Mr. Wendel, DeLong's project engineer, it is clear that a substantial factor in delaying progress thereafter was the inability of the contractor's concrete batching plant to produce concrete at the anticipated rate (Tr. 6840-6848). He also agreed, albeit somewhat reluctantly, that DeLong's pile-driving barge arrived at the job on February 16, 1963, some 3½ months (105 days) after the date DeLong originally planned to commence driving piles in the river (Tr. 7218-7227). On most of the bell piers, DeLong actually gained time in performing the pile driving work (Tr. 7232, 7223). On the shore piers, Mr. Wendel agreed that DeLong did not meet their concrete pouring schedules, citing a strike as one factor (Tr. 7239). He did not agree that 284 days were lost in this operation, as a comparison of actual time to scheduled time indicates, estimating that there was actually maybe 10 days delay, but testified that in any case no delay on these piers was attributable to the State (Tr. 7240-7243). DeLong's work on the shore spans took 46 days longer than anticipated, which was not attributable to the State (Tr. 7245).

Mr. Wendel testiifed that the delay arising from the State's change in the type of piling at Pier 6 was one or two days (Tr. 7195). Mr. Ellison, the State's project engineer, did not recall whether this delay was overnight or for a shift (Tr. 837; 894, 895).

Thus, at least 268 days' delay arose from causes admittedly not attributable to the State in any way.⑪ The Court declined to allow recovery of liquidated damges for the 165 days which had accrued at the time of termination.

The contract, in addition to the provisions for liquidated damages cited above ("Statement of the Case," supra, p. 122), provided a procedure whereby the contractor could apply for and obtain an increase in the time for performance, without assessment of liquidated damages, to the extent that completion within the specified time was prevented "by reason of one or more of the causes set forth above only;" the designated causes were: "Temporary suspension of work and delays occasioned by error or changes in the plans or quantities or specifications of the contract, failure of the State, its representatives and its other contractors to act promptly in carrying out obligations and duties, and failure of the State to submit the contract and bond to the contractor for execution within twenty (20) days of the date of receiving bids * * * *" (Ex. 3, "Special Provisions," pp. 40, 41).

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⑪ Delay in commencing work	109 days
Late arrival of pile-driving barge	105 days
Lost on shore pier concrete work	10 days
Lost in shore span work	46 days
	270 days
Less delay from Pier 6 change	2 days
	268 days

Actual Damages—Recovery Contemplated by Contract

DeLong's contract provided, in part, that in the event of termination of the contract by the Highway Commission, the contractor and its surety were liable for the excess cost, if any, incurred by the State in completing the work, and also that:

> "In addition to and apart from the above-mentioned rights of the Commission to terminate the employment of the contractor, it is expressly understood that the contract may be cancelled at the election of the Commission for any willful failure or refusal on the part of the contractor to faithfully perform the contract according to all of its terms and conditions; provided, however, that *in the event the Commission should cancel the contract, neither the contractor nor his surety shall be relieved from damages or losses suffered by the State on account of the contractor's said breach of contract.*
>
> "It is understood and agreed that the Commission may, at its discretion, avail itself of any or all of the above rights or remedies and that in invoking of any one of the above rights or remedies will not prejudice or preclude the Commission from subsequently invoking any other right or remedy set forth above or elsewhere in the contract." (Ex. 4, pp. 16, 17, Art. 1.8.7, emphasis added).

Actual Damages—Loss on Ferry Operations

At the time the contract was awarded, the State was, and for many years had been, operating a toll ferry across the Columbia River at Astoria. Defendants were aware of this, having in fact ridden the ferry across the river in the course of DeLong's pre-bid site investigation. (Ex. T-15, p. 50)[9] Not only was the ferry operation open and visible, but such operations were specifically provided for by statute. ORS 384.305 to 384.345. (See also ORS 384.105 to 384.150; 384.405 to 384.440). The physical operation of the ferry was and "has always been" performed by a private firm, under contract with the State Highway Commission. (Ex. 369, Tr. 4012).

The then current ferry operation contract with Astoria Navigation Co. was entered into on May 25, 1962 (Ex. 369), more than a month before the award of DeLong's contract (Ex. 3). The ferry contract provided for ferry service "* * * terminating with the opening of the Astoria Bridge, across the Columbia, to traffic. It is anticipated that the bridge will be completed in the spring of 1965." (Ex. 369, p. 1). This contract was a matter of public record, the original of which was filed in the office of the Secretary of the Highway Commission (see Certificate affixed to Ex. 369), as required by law (ORS 366.135 (3)(b)), and where it was open to public inspection and copying (ORS 366.135 (4)).

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[9] Ex. T-15 is the deposition of Colonel L. B. DeLong, President of the DeLong Corporation (Ex. T-15, p. 25). Although the Colonel did not testify at the trial, his deposition was received in evidence (Tr. 8166).

During the period from April 30, 1965 to July 29, 1966 (the period during which opening of the bridge was delayed), the ferry was operated at a deficit (Tr. 4011, 4012).

The Highway Commission's Controller (or Auditor), Mr. C. H. Maison (Tr. 3962, 3963), compiled the costs incurred and revenue received on the ferry operation during that delay period (Tr. 4011). The costs included direct payments to the ferry operating contractor, Astoria Navigation Co. (Tr. 4011, 4012); vouchers and invoices establishing such payments in the amount of $594,016.83 were produced and received in evidence (Ex. 370; Tr. 4019-4021).

R. M. Smith, District Maintenance Superintendent at Astoria (Tr. 4152), was the Highway Department's representative who supervised the ferry operation under the Astoria Navigation Co. contract (Tr. 4153). Payments to the ferry contractor were, under the contract, on the basis of the number of trips or amount of service rendered (Ex. 369; Tr. 4156). Each month Mr. Smith checked the ferry contractor's billing, comprising parts of Ex. 370, and when reconciled with his records, sent it on to Salem for payment, with a voucher prepared in his office (Tr. 4153-4155). He did this each month from May, 1965, until the ferries went out of operation, during which time no unnecessary ferry trips were made (Tr. 4159).

Documents consisting of payment vouchers and supporting invoices for other expenses of the ferry operation incurred during the delay period were also identified by Mr. Maison and received in evidence, and Mr. Smith, who had approved such invoices for payment, testified in each instance that the charges made or expenses incurred were necessary and reasonable. These included expenses for the following: dredging the ferry channel, in the amount of $27,635.81 (Ex. 371; Tr. 4022-4024; 4160-4164);① payroll of Highway Department personnel employed in the ferry operation, such as office help, marine diesel engineers and a portion of Mr. Smith's salary, in the amount of $123,251.36 (Ex. 372; Tr. 4024-4028; 4164-4168); utility service for the State's ferry office, toll booths and landings in the amount of $3,238.80 (Ex. 373; Tr. 4029-4031; 4168-4170); repair and maintenance of the ferry landings in the amount of $29,755.72 (Ex. 374; Tr. 4031-4033; 4170-4178); maintenance and repairs of such equipment as the ferries' diesel engines and landing ramp facilities in the amount of $2,427.58 (Ex. 376; Tr. 4036-4038; 4178-4180); and various other materials, supplies and services in the amount of $8,755.46 (Ex. 378; Tr. 4041-4043; 4181-4183).

The State also carried hull insurance on the ferry vessels, as well as theft and forgery insurance on toll receipts, which, for the delay period, cost $19,387.54 (Ex. 377; Tr. 4039-4041). It will be noted that providing such hull insurance coverage was obligatory under the terms of the ferry operating contract (Ex. 369, p. 13). During the period in question, straight-line depreciation on one of the ferry vessels was charged in the amount of $17,983, the other vessels having previously been fully depreciated (Ex. 379; Tr. 4043, 4044). Also, the use of highway department vehicles in connection with the ferry operation was worth, at established rates, $844.65 (Ex. 375; Tr. 4033-4035).

Revenue, primarily toll receipts, from the ferry operation during the same period, April 30, 1965 to the end of July, 1966, amounted to $391,913.78 (Ex. 380, 381; Tr. 4044-4047)

Expenses and revenues on the ferry operation for the period in question are conveniently summarized on Ex. 382, showing x-penses of $827,197.02 and revenues of $391,913.78, for a net operating deficit of $435,283.24. From at least 1954 (Tr. 4160) until the ferry service was terminated, the operation never showed a profit; "every single year was a deficit operation" (Tr. 4184, 4185).

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① In the course of its pre-bid site investigation, DeLong Corporation contacted the ferry contractor for information on how often it was necessary to dredge the channel (Ex. T-15, Tr. 50, 51).

Actual Damages—Loss of Bridge Toll Revenues

Under the "Bond Act of 1959," as amended (ORS 367.365 to 367.430), the Highway Commission was directed to sell $24,000,000 worth of bonds to finance construction of the Columbia River bridge at Astoria. This legislation specifically contemplated that the bridge would be a toll facility, at least until the bonds (and any refunding bonds) had been retired (ORS 367.370 (3); 367.415; 367.425 (1)(a), (2)(b); 367.430). This legislation was adopted in 1959 (L. 1959, Ch. 386, Sec 1-12) with amendments in 1961 (L. 1961, Ch. 345, Sec. 1-4).[●]

An agreement with the State of Washington relating to construction and financing of the bridge also provided for its operation as a toll facility (Ex. 45, pp. 1, 4, 6, 8-10). This agreement was a public record, filed in the office of the Highway Commission's Secretary (see certificate attached to Ex. 45), where it was open for public inspection and copying as required by law (ORS 366.135 (3)(b), (4)).

Mr. George Burgess, an experienced Economic Analyst (Tr. 3722-3725), studied traffic rates and tolls on the Astoria Bridge after the time it was opened to traffic, and in connection therewith estimated what the traffic rate, toll receipts and operating costs of the bridge would have been from April 30, 1965, to July 29, 1966, if the bridge had been open during that time (Tr. 3726, 3727). His estimate, in round figures, was that total toll revenues would have been $846,000, operating and maintenance expenses $89,900, and insurance expense $48,400, for an estimated net revenue of $708,800 (Tr. 3733-3735).

The method of arriving at such estimate was explained in considerable detail (Tr. 3735-3742). The source documents as to actual traffic, revenue and costs used by Mr. Burgess were produced for inspection, and defendants made no showing or contention that these figures were inaccurate or improper (Ex. 328-331 for identification; Tr. 3740-3743; 3758-3763; 3781-3783). After such data was produced, defendants did not attempt to recall Mr. Burgess, or

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[●] A further amendment to ORS 367.380 in 1967 is of no pertinence to this case; see L. 1967, ch. 335, § 46).

produce any other evidence to rebut, contradict or challenge his estimate (Tr. 3784 to end of case).

Actual Damages—Loss of Washington State Subsidy

The Oregon legislature, when authorizing the sale of bonds to finance the project, contemplated the likelihood that the Astoria Bridge would, until the original and any refunding bonds were paid off, show a deficit. ORS 367.370 (3), a part of the Bond Act of 1959, as amended, required that:

> "To the extent that revenues derived from the imposition and collection of tolls and franchise fees for the use of the bridge . . . in any year are insufficient to provide for the payment of principal, interest and other charges incidental to the issuance, sale and retirement of the bonds . . . the State of Oregon shall pay the first $100,000 of such deficit for such year, and the State of Washington shall pay, when due, 40 percent of the balance of such deficit for such year; except that in no case shall the portion of such deficit paid by the State of Washington exceed $200,000 in any such year."

The interstate agreement for financing and constructing the bridge contained a provision in accordance with the above statutory mandate (Ex. 45, pp 10, 11, Gen. Prov's. par. 8-B) requiring, in effect, that Washington reimburse Oregon for 40% of any deficit after bond payments each year, after a $100,000 "deductible" to be borne solely by Oregon, and subject to a maximum contribution by Washington of $200,000 per year.

During the first year of actual operation of the bridge, there was such a deficit after toll revenues were offset against the debt service charges (Tr. 4064-4085). In July of 1967, Oregon billed Washington for their maximum portion of the deficit, and received payment thereof, in the amount of $200,000 (Tr. 4065; 4085-4087; Ex. 385-387).

Under the direction of Mr. Maison, the Highway Commission's Controller, a study was made to determine whether there would have been such a deficit from April 30, 1965 through July, 1966, if the bridge had been open at that time (Tr. 4065, 4069). That study or computation was identified by Mr. Maison (Tr. 4070) and received in evidence (Ex. 383; Tr. 4097-4101). It showed that there would have been a deficit sufficient to require Washington's maximum contribution of $200,000 per year, or $250,000 for the 15 months in question (Tr. 4101, 4102).

Payments on the bonds commenced in 1962, in accordance with schedules prepared by the State Treasurer showing the due dates for interest and principal payments, continued up to the time of trial (Ex. 388, 389; Tr. 4092-4097), and will continue until the 1990's (Tr. 4148).⑨

FIRST ASSIGNMENT OF ERROR ON CROSS-APPEAL

The trial court erred in denying recovery by the State of liquidated damages for all or any delay prior to termination of the contract upon the stated ground that there were ". . . offsetting valid delays, occasioned by both parties up until the termination time." (Ab. 24)

SUMMARY

Upon abandonment of work by a contractor or termination by the owner after expiration of the time fixed for completion, the owner is entitled to recover liquidated damages as provided in the contract, at least as to delay occurring prior to abandonment or termination. Where the contract provides for a time extension in case of delays by the owner, the period for which the contractor is liable for liquidated damages may be decreased by the extent of any delays caused by the owner.

Liquidated damages are assessable in accordance with the terms of the contract unless the owner *unreasonably* delays or interferes with the work; for such delay as was contemplated by the parties, or as was caused by unforeseen difficulties in performance, the contractor is not excused from performance within the specified time, or relieved from application of a liquidated damage clause.

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⑨ In billing the State of Washington for its share of the deficit subsidy, no credit was required or given for short-term earnings on the bond proceeds, since, under the interstate agreement, any such earnings had no effect on Washington's obligation to reimburse Oregon for a portion of the deficit (Tr. 4150; Ex. 45, pp. 10, 11, General Provisions, par. 8-B).

ARGUMENT

Plaintiff is constrained to concede its uncertainty as to exactly what the trial Court had in mind when it denied recovery of the $330,000 in liquidated damages which had accrued for delays prior to termination of the contract on the basis that "* * * there was offsetting valid delays, occasioned by both parties up until the termination time." (Ab. 24)

Under the provisions of this contract, defendant DeLong agreed to pay liquidated damages at the stipulated rate for each day beyond the specified completion date for any unit, that the work in such unit remained uncompleted. (Ex. 3, pp. 39, 40)

It is well-established that such provisions are enforceable in instances where a contractor fails to complete the work, and where abandonment or termination of the contract occurs after the specified completion date. *Southern Pac. Co. v. Globe Indemnity Co.*, (CCA 2, 1927), 21 F2d 288 (subs. appeal 30 F2d 580, cert den. 279 U. S. 860, 73 L Ed 100); *Six Companies v. Joint Highway Dist. No. 13*, 24 F Supp 346, (D.C. Cal, 1938) aff'd. (9th Cir.), 110 F2d 620, rev'd. 311 U. S. 180, 85 L Ed 114 (1940); *East Arkansas Lumber Co. v. Swink*, 128 Ark. 240, 194 SW 5 (1917); *Bloomfield Reorganized School Dist. No. R-14, etc. v. Stites*, 336 SW2d 95 (Mo. 1960); *Clemente Const. Corp. v. P. T. Cox Contracting Co.*, 172 Misc. 904, 16 NYS2d 483 (1939); *McKegney v. Illinois Surety Co.*, 180 App. Div. 507, 167 NYS 843 (1917); *Comey v. United Surety Co.*, 160 App. Div. 698, 145 NYS 674 (1914), aff'd. 217 N Y 268, Ill NE 832; *Austin-Griffith, Inc. v. Goldberg*, 224 S C 372, 79 SE2d 447 (1953).

In order to avoid this obligation, in whole or in part, defendant DeLong had to show that the delays which occurred were wholly or partially caused by some conduct on the part of the State which would, under the contract, constitute grounds for a time extension, and request such time extension in writing prior to the time specified for completion (Ex. 3, pp. 40, 41). The agreed grounds for time extension were:

> "Temporary suspension of work and delays occasioned by error or changes in the plans or quantities or specifications of

> the contract, failure of the State, its representatives and its other contractors to act promptly in carrying out obligations and duties, and failure of the State to submit the contract and bond to the contractor for execution within twenty (20) days of the date of receiving bids * * *" (Ex. 3, p. 40)

It is possible that in referring to "offsetting valid delays, occasioned by both parties" the Court meant that the liquidated damage clause was wholly avoided, under a misapprehension of cases such as *Inland Construction Co. v. Pendleton*, 116 Or 668, 681, 242 P 842 (1926), where it was said that:

> "* * * [T]he city, in order to enforce the clause relative to liquidated damages, must be free of any act or omission which tended *unreasonably* to delay or hinder plaintiff in the performance of the contract. Where delays were caused by mutual default of the parties, contract penalties will be regarded as waived, and the court will not attempt to apportion the delays between the contractor and the city * * *" (Emphasis added).

The present case does not present an appropriate situation for application of this sometimes harsh rule that unreasonable delays caused by the owner will be deemed to waive or altogether avoid the liquidated damage clause. Here, the Court did not find or suggest that any delay caused by the State was unreasonable. Nor did it refer in its opinion to *any* specific delay attributable to the State.

On the contrary, various findings indicate that substantially all delays of any significance were attributable to defendant. For example, the Court found that cancellation of the contract was proper on the basic grounds of defendant's failure to replace defective work and its failure "* * * to prosecute with vigor the balance of the work at hand * * * *" (Ab. 22), and it found that all the piling were driven "with no more difficulty, than should have been anticipated" (Ab. 23).

Insofar as defendants attempted to attribute delays in the work to the State, they contended principally that delays were caused by misinformaion in the plans and specifications, and by certain routine changes in the type and order length of pilings at a few piers. Obviously, the trial Court did not believe that any supposed defects in the plans unreasonably delayed the work, since it specifically found that the sub-surface information on the plans was a reasonable representation of foreseeable difficulties in sub-surface work, and that "* * * the extensive testimony and much ado made, regarding sub surface conditions was a make-weight argument by the Defendant in this case in order to divert attention from the real problem * * * *" (Ab. 22, 23). Nor did it believe that the changes in piling requirements unreasonably delayed the work, since it specifically found that all the piling was driven "* * * with no more difficulty than should have been anticipated * * *" (Ab. 23).

If, then the trial court believed that some slight delays attributable to changes by the State wholly avoided the liquidated damage clause, it was in error, since only *unreasonable* delays by the State would have such effect. As the court in the *Inland Construction* case, supra, stated:

> "For such delay or interference as was contemplated by the parties, the plaintiff has no cause to complain, and would not on account thereof be excused from performance within the time specified." 116 Or at 681

As would be expected in a project of this magnitude, the parties contemplated that changes in the work might be required, and specifically provided that quantities might be increased or decreased, that any of the details of construction might be altered, and that the engineer could order extra work (Ex. 4, p. 3, Art. 1.4.4; 1.4.5; 1.4.6). It was also specifically contemplated that the order length of piling might be changed (Ex. 3, pp. 53, 53a).

Any delays resulting from such contemplated changes might, if proper written request were made, entitle defendants to an extension of the time for completion, but would not wholly excise the liquidated damages clause from the contract.

Vanderhoof v. Shell, 42 Or 578, 72 P 126 (1903) was a contractor's suit to foreclose a mechanic's lien where the owner claimed, *inter alia,* an offset for liquidated damages for delay in completion of the work, in accordance with the terms of the contract. There was a total delay of 82 days. The court found the defendant owner to be responsible for 64 days of the delay, and held that the plaintiff was entitled to a corresponding extension of time. The defendant, however, was held entitled to a credit for liquidated damages at the agreed rate for the remaining 18 days.●

In *Flour Mills of Amer., Inc. v. American Steel Bldg. Co.*, 449 P2d 861 (Okla. 1969), it was held that since the contract provided for an extension of time in the event of delays by the owner, and since the contractor did not make written application for such an extension as required by the contract, it was reversible error to ignore the contract requirement for such written application and to exclude evidence regarding liquidated damages, even though the trial court found as a fact that *all* delays were caused by the owner.

Here, DeLong likewise failed to timely request a time extension in writing, as required by the contract, but at most, took the position it might do so later if it saw fit (Ex. L-8; Tr. 3066-3076).

If, by referring to "* * * offsetting valid delays * * *" the trial Court meant that delays prior to termination for which the State was responsible were equal in duration to those for which the contractor was chargeable,● it would have been appropriate to allow the State recovery for one-half the 165 days by which the Unit I completion date had been exceeded at the time of termination, rather than to simply deny any effect to the liquidated damages clause as to delays prior to termination.

Or, if the Court merely meant that each party was responsible for some delays, of unequal duration, it was erroneous to conclude that this rendered the liquidated damage clause inapplicable, and the Court should have regarded the completion times as extended for a period equal to the delays which it found to be caused by the State, and granted recovery of liquidated damages for the balance.

This was done in *Van Buskirk v. Board of Education*, 78 NJL 650, 75 A 909 (1910), where it was found that the work was completed on November 14, the original completion date was September 15, and the owner delayed work by two days by failing to remove an existing building until two days after the date set for such

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● Plaintiff submits that Defendants' attempt to distinguish the *Vanderhoof* case fails to show any meaningful distinction (App. Br. 223).

● Plaintiff does not concede that it could properly be held responsible, under the evidence, for any specific delay other than at most two days arising out of the change in type of piling at Pier 6. See Statement of Facts, supra, p. 126; Tr. 837, 894, 895; 7195.

removal. The trial court, in the contractor's action for a balance due on the contract, allowed the owner a deduction for liquidated damages at the agreed rate from September 17 until November 14, and this was affirmed on appeal. Plaintiff had not requested, and the architect had not allowed a time extension, as required by the contract in the event of delays by the owner. The Court said:

> "* * * If the contractor was delayed in the completion of the work by the neglect of the owner in failing to remove the old building before May 15th, the contract itself provided for an extension of the time for the completion of the work. In case of such extension, if there was a failure to complete the work at the end of the extended period, the work remained unfinished after the date agreed upon for the completion of same, for the provision for the extended period was as much agreed upon as was the fixed period, namely, September 15, 1908; the liquidated damages were to be paid for each day's delay that the work remained unfinished, not after September 15th, but after the date agreed upon for the completion of the same.
>
> "By the failure of the plaintiff to give written notice to the architect of any claim for an extension of the time for completing the work, the time for the completion remained September 15th, although two days were allowed, namely from September 15th to September 17th; and the direction for a deduction of liquidated damages from the 17th to the date of completion was correct." 75 A at 910, 911.

Similarly, in *Wallis v. Inhabitants of Wenham,* 204 Mass 83, 90 NE 396 (1910), the plaintiff contractor appealed from a judgment in his favor, claiming error in reducing his recovery by the amount of liquidated damages for late completion. Plaintiff contended that if defendant owner caused *any* delay in completion, plaintiff was entirely relieved of liability for liquidated damages. The court, after a review of pertinent authorities, rejected this contention and affirmed the judgment, stating:

> "Their [plaintiffs'] work was not finished at the appointed time; none of the special circumstances⑨ which might avail to exonerate them completely from liability which they voluntarily assumed have been found to exist; and they must be held to that liability, subject only to the limitation that the defendants shall not be allowed to recover from them damages for the delay which was caused by the acts of the defendants themselves. * * * The builder is not relieved from his contract; but the owner cannot recover for delays which have been caused by himself

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⑨ None of the "special circumstances" recognized by the Massachusetts court as relieving the contractor of liquidated damages altogether, in case of delay by the owner, are present in the instant case.

> or by those for whose conduct he was responsible. The parties are taken to have understood that the contractor's time limit was extended by the amount of such delays." 90 NE at 398.

Similar results on similar facts were also reached in other cases including *Bedford-Carthage Stone Co. v. Ramey*, 34 SW2d 387 (Tex. Civ. App., 1930); *Central Coast Construction v. Lincoln-Way Corporation*, 404 F2d 1039 (10th Cir., Wyo., 1968); *Cook & Laurie Contracting Co. v. Denis*, 124 La 161, 49 So 1014 (1909); *The Laidlaw-Dunn-Gordon Co. v. The United States*, 47 Ct. Cl. 271 (1912).

The rule is summarized by the dean of commentators on contract law as follows:

> "In building contracts, there is often inserted a provision giving the architect power to certify an extension of time in certain cases, by virtue of which the effect of a delay caused by the owner operates merely as an extension of the time for performance, and a new time is substituted for the old. In that event though the owner causes delay the builder is liable in liquidated damages, but the period of delay caused by the owner is deducted from the total delay." 5 *Williston, Contracts* (3rd Ed. 1961) 765, § 789.

To the extent that defendants attempted to show that the work was delayed because of supposed difficulties in pile-driving, scour and the like, it is pertinent to point out that unanticipated difficulties do not relieve a party from performing his contract according to its terms,[9] and that more specifically, unexpected difficulties do not excuse performance within the specified time or avoid application of a liquidated damages clause: *P & Z Pacific, Inc. v. Panorama Apartments, Inc.*, 372 P2d 759, 761 (9th Cir., Or. 1967); *Inland Construction Co. v. Pendleton*, 116 Or 668, 682, 242 P 842 (1926).

As the Oregon court said in the *Inland Construction* case, supra:

> "The contractor has no cause to complain of delay caused by unforeseen difficulties in the excavation of rock and in the laying of concrete, unless the progress of the work was retarded as a result of unreasonable interference and supervision on the part of the city engineer." 116 Or at 682.

P & Z Pacific, Inc. v. Panorama Apartments, Inc., supra, 372 F2d 759, was an action by a subcontractor against the prime contractor and the owner to recover additional compensation because of difficulties caused by subsoil conditions. The prime contractor counterclaimed for breach of an oral agreement by the subcontractor to complete the work within a specified time. The Court of Appeals affirmed the District Court's rejection of the subcontractor's claim of misrepresentation or implied warranty, and vacated the District Court's denial of the counterclaim, remanding for further findings on the counterclaim. It was pointed out that the District Court had not made findings on such issues as the existence of the oral agreement to perform within a specific time, its terms, and whether the subcontractor failed to diligently prosecute the work.

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[9] *Savage v. Peter Kiewit Sons'*, 249 Or 147, 153, 432 P2d 519, 437 P2d 487 (1968).

> "Presumably the district court assumed that an Oregon Court would hold that P & Z's unanticipated difficulties in performance discharged the duty to complete the job when promised and thus precluded any claim by Hammond for damages growing out of an asserted delay. If that was the basis for decision, then we must disagree, unless the oral agreement, if any, excuses delays from unavoidable causes beyond the contractor's control.
>
> "As the Oregon court itself has said, in a case similar to the one before us: 'The mere fact that more rock was encountered than anticipated is a hazard of the business in which plaintiff is engaged.' Inland Construction Co. v. City of Pendleton, 116 Or. 668, 679, 242 P. 842, 846 (1926). Moreover, the weight of authority supports the proposition that changed conditions or impracticability of performance do not discharge contractual duties." 372 F2d at 761, 762.

In the case at bar, it cannot be controverted that the first, second and third of the four contract completion dates had expired at the time of termination of the contract. Statement of Facts, supra, p. 123. From October 31, 1963, the specified completion date for Unit 1, until April 13, 1964, the effective date of termination, was 165 calendar days. At the agreed rate of $2,000 per day, $330,000 in liquidated damages had accrued.

Recovery in that full amount should have been allowed, under the authorities discussed above, unless the trial Court found that some portion of the delays was caused by conduct of the State for which the parties had agreed a time extension might be granted. As previously indicated, (supra p. 136, n. 63) plaintiff does not believe that the evidence supports charging *any* specific delay to it, with the possible exception of a maximum two days delay arising out of the change of piling at Pier 6.

If, however, the trial Court believed that some additional portion of the delay was, under the evidence, the State's responsibility, it should have reduced the recovery of liquidated damages in a corresponding amount, rather than to summarily reject plaintiff's claim for pre-termination liquidated damages on the basis that both parties had caused delays.

There was no finding of any unreasonable delay by the State, and no foundation in the evidence for such a finding. As noted previously (supra, p. 126), on the other hand, it was shown primarily by testimony of defendants' witnesses, that all or various portions of the job were held up for at least 268 days from causes not in any way attributable to the State. Any minor delays arising from changes or extra work ordered by the State were certainly not of sufficient duration to have caused defendant to be 165 days behind schedule in April, 1964. In other words, defendant here would still have been 165 days behind schedule at the time of termination regardless of any delays for which the State could have been found responsible.

The law is that liquidated damages are recoverable as agreed in the contract, unless the owner unreasonably caused delays sufficient to prevent performance within the specified time. *Inland Construction Co. v. Pendleton*, supra, 116 Or at 682. 5 *Williston, Contracts* (3rd ed., 1961), 765, § 789.

Hence, no legal ground for avoiding the liquidated damages clause as to pre-termination delays existed, and the trial Court erred when it denied recovery to the State of the $330,000 which had accrued, less $2,000 per day for any delays which, under the evidence and the contract, may have been found to be the plaintiff's responsibility.

SECOND ASSIGNMENT OF ERROR ON CROSS-APPEAL

The trial Court erred in denying recovery by the State of actual damages sustained by reason of delay in opening the bridge to traffic, arising from defendants' default, upon the single ground that "* * * these items were not reasonably contemplated by the parties at the time the contract was formed." (Ab. 24)

SUMMARY

Everyone is deemed to know the law, and is chargeable with knowledge of matters of public record. When sufficient facts exist to put a person of common prudence upon inquiry, a party is charged with notice of everything to which that inquiry, if prosecuted with proper diligence, would have led.

Statutes then in force and facts actually known by DeLong put DeLong upon notice at the time the contract was awarded, that delay in completion of the bridge caused by its default would cause the State damages through continued operation of a ferry at a probable loss, loss of bridge toll revenues, and loss of deficit subsidy payments from the State of Washington.

Agreements then on file, as matters of public record, gave further notice of the above facts.

Casual inquiry by DeLong from sources available to it would have removed any doubt that such losses were highly probable, if not unavoidable, in case of delay caused by its default.

The damages in question were, as a matter of law, within the contemplation of the parties at the time the contract was awarded.

ARGUMENT

On the state of facts as recited above, (supra, pp. 127-132), it is apparent that the trial Court erred in concluding that the State's actual damages arising from the delay caused by defendants' default were "* * * not reasonably contemplated by the parties at the time the contract was formed."

The fact that the bridge project was financed by the sale of bonds was not only a matter of general knowledge, but was established by law, i.e., the Bond Act of 1959 (ORS 367.365 to 367.430).●

● The original bond act authorized the sale of $24 million in highway bonds for the specific purpose of providing "* * * funds to defray the costs of location and

(Continued on page 142)

The same legislation provided for operation of the bridge as a toll facility, and that if the net toll receipts, after operating costs, were insufficient to cover the bond payments, the State of Washington should contribute to the deficit (ORS 367.370 (3); 367.415).

Pursuant to the statutory mandate that bonds be sold to raise funds for location and construction of the bridge, the bonds were sold in two issues, in November, 1961 and in January, 1963, with interest and principal payments commencing July 1, 1962 (Tr. 4092-4095; Ex. 388, 389), and scheduled to continue until 1995 (Ex. 388, 389, Tr. 4148).

The plaintiff was also authorized to operate ferries, including interstate ferries, directly or by contract (ORS 384.305), either free to the public or on a toll basis (ORS 384.345), as a part of the state highway system (ORS 384.355). DeLong's bidding team actually rode the Astoria ferry across the river, discussing various aspects of its operation with the State's contractor (Ex. T-15, pp. 50, 51).⑧

Thus, since everyone is deemed to know the law, even if it made no further inquiries whatever, DeLong must be deemed to have known or "contemplated," at the time the contract was formed, that the State was already obligated to make principal and interest payments on the bridge bonds, and that any delay in opening the bridge because of its breach or default would have the following consequences:

(1) The State would be delayed in starting to realize toll revenues from the bridge, to offset against the bond payments; (2) There would be a corresponding delay in Washington's obligation to contribute to the probable deficit to be borne by Oregon after toll

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(Continued from page 141)

construction of a bridge over the Columbia River at or near Astoria, Oregon * * * *" (L. 1959, c.386, § 2). The 1961 amendment to this act, among other things, deleted the reference to a location at or near Astoria, referring instead to "* * * construction of a bridge over the Columbia River * * * as shown and described in 'A Report on A Proposed Bridge Across The Columbia River,' prepared by the Oregon and Washington State Highway Commissions, dated January 1959." (L. 1961, c.345, § 1; ORS 367.370 (1)). That report, introduced in evidence by Defendant (Tr. 4268; 4273) relates specifically to the bridge here involved at Astoria, Oregon (Ex. Y; also marked as Plaintiff's Ex. 39). The deletion of reference to a specific location in the 1961 amendment may have been deemed necessary because of the Constitutional prohibition against "special or local laws" (Or. Const., Art. IV, § 23, par. 7).

⑧ Colonel DeLong specifically mentioned discussions with "Bob Larsen," one of "the ferry people." (Ex. T-15, p. 51). One of the principals executing the ferry operation contract on behalf of Astoria Navigation Co., the contractor, was "R. C. Larson" (Ex. 369, p. 25).

revenues were offset against the continuing bond payments; and (3) It would be necessary for the State to delay discontinuance of the ferry which the bridge was to replace as a part of the highway system.

The premise that everyone is deemed to know the law has, of course, been applied in a wide variety of factual situations. *Sorenson, et ux v. Gardner, et ux*, 215 Or 255, 259, 334 P2d 471 (1959); *Dungey v. Fairview Farms, Inc.*, 205 Or 615, 621, 290 P2d 181 (1955); *Derby v. United States F. & G. Co.*, 87 Or 34, 42, 43, 169 P 500 (1917); *Marlin v. T'Vault*, 1 Or 77, 78 (1854).

It should not be necessary to review in detail all of these authorities. We note, however, that persons entering into contracts with state boards or commissions are charged with knowledge of the law relating to such agency's powers and duties, and are bound by its terms. *Pharmaceutical Ass'n. v. Welfare Com.*, 248 Or 60, 70, 432 P2d 296 (1967).

Another instructive case is *Derby v. United States F. & G. Co.*, 87 Or 34, 169 P 500 (1917), which involved, *inter alia*, a dispute between the surety on a state contractor's performance bond, and a bank, to which the contractor had assigned the proceeds of his contract to secure a loan made after the contract was awarded. The contractor defaulted and his surety completed the work. In holding that the surety's right to the proceeds of the contract was superior to that of the assignee bank, the Court referred to a statute requiring a surety bond on public contracts, and said:

> "By operation of law, notice was imparted to the bank of what is required by the statute *and what it might have learned in fact by inquiry of the officers of the state*, namely: that a bond had been given with the consequence arising from the situation that the surety making good the default would succeed to all the rights of the contractor and be subrogated to the remedies of the state to work out its reimbursement, all in preference to one holding a demand against the contractor for money loaned to him." 87 Or at 42, 43, emphasis added.

Here, if DeLong had "inquired of the officers of the state," it might have learned, among other things, that the Astoria ferry had for years been operated at a loss (Tr. 4184, 4185). That fact might well be inferred, and certainly suspected, even without specific inquiry, since one would not normally expect the State to operate a highway ferry as a profit-making venture, especially where the State was authorized to operate the ferry either on a toll basis, or "free to the public" (ORS 384.345).

It is also frequently held that one cannot plead ignorance to facts which are a matter of public record. For example, in *Kernin v. City of Coquille*, 143 Or 127, 136, 21 P2d 1078 (1933), the defendant city in its answer alleged that the contract sued upon was void because, among other things, it was not awarded on competitive bids as required by the city charter. Plaintiff, in his reply, denied this allegation for lack of sufficient knowledge or information. It was held, on appeal, that this portion of the reply was a nullity, and that the allegations regarding non-compliance with the charter were deemed admitted.

> "If the contract was entered into in the manner prescribed by law, documents were filed in public offices where they were available to the plaintiff when he executed the contract, and where they remained when he prepared his reply. There was available to him, therefore, as much information when he prepared his reply as was available to the city when it prepared its answer. A pleader cannot avow ignorance of a matter recited in the public records to which he has ready access, and, hence, an averment that he lacks sufficient information concerning such matters presents no issue." 143 Or at 136.

If, as a matter of pleading, one cannot avow ignorance of matters of public record, it follows that as a matter of substantive law one cannot be allowed to escape liability for damages flowing from his breach of contract on the basis that he did not "contemplate" relevant matters which were of public record when entering into the contract.

Here, as noted above (supra, pp. 128, 130), both the contract for operation of the ferry (Ex. 369) and the interstate agreement with Washington, regarding financing and construction of the bridge (Ex. 45) were executed, and filed as public records before the DeLong contract was awarded.

From the pertinent statutes alone, then, DeLong is charged with knowledge of facts sufficient to foresee that delay in opening the bridge arising from its default would cause the State to suffer losses through delay in starting to receive toll revenues from the bridge, and through loss of the Washington subsidy of the deficit remaining after toll revenues were applied to the bond payments.

It should be pointed out that receipt of these funds was not merely delayed. The bond payments were due and payable at regular intervals from July, 1962 onward (see supra, p. 142; Ex. 388, 389; Tr. 4092-4095), regardless of whether the bridge was *ever* completed and opened to traffic. Thus, when opening of the bridge was delayed by 15 months (see supra, pp. 123, 128), 15 months of bridge toll revenues, and 15 months of the Washington subsidy, at $200,000 per year, both of which would have been available to apply against the bond charges, were lost forever.

By referring to the pertinent agreements on public record, DeLong could have also learned, among other things, that the State of Washington had contractually obligated itself to subsidize the deficit in accordance with the Oregon statute, and that the State of Oregon was contractually obligated to continue paying for operation of the ferry, at a probable loss, until the bridge was opened to traffic (supra, pp. 127, 128, Ex. 369, p. 1).

By making even casual inquiry of plaintiff's superintendent in charge of the ferry at Astoria, or at plaintiff's offices in Salem, DeLong could have confirmed that the ferry was and for years had been operated at a loss (supra, p. ...., Tr. 4184, 4185).

Nor is there any reason why DeLong should not be deemed to have contemplated the facts it might have so learned. It is an established principle, in Oregon and elsewhere, that when sufficient facts exist to put a person of common prudence upon inquiry, a party is charged with notice of everything to which that inquiry, if prosecuted with proper diligence, would have led. *Ehler, et ux v. Portland Gas & Coke Co.*, 223 Or 28, 46, 352 P2d 1102, 353 P2d 864 (1960); *Heitkemper v. Schmeer, et al*, 130 Or 644, 665, 275 P 55, 281 P 169 (1929); *Wood v. Carpenter*, 101 U.S. 135, 141, 25 L. Ed. 807, 809 (1879); *United States Nat. Bank of Oregon v. American Escrow, Inc.*, 250 F Supp 302, 305 (D.C., Or 1965); *Hagin v. Fireman's Fund Insurance Company*, 88 Ariz 158, 353 P2d 1029, 1032 (1960); *Universal C.I.T. Corp. v. Courtesy Motors*, 8 Utah 2d 275, 333 P2d 628, 629 (1959); *American Surety Company of New York v. Sundberg*, 58 Wash 2d 337, 363 P2d 99, 103 (1961).

For example, it is held that unless modified by statute, when one holds title to realty under a deed designating him merely as "trustee," a prospective purchaser is put upon notice and is obliged to inquire as to the nature and limitations of the trust. *Heitkemper v. Schmeer, et al.*, supra, 130 Or 644, 665, 275 P 55, 281 P 169 (1929).

Further, a tax lien notice in the name of a partnership was notice not only to those dealing with the firm or the partner whose name was used in the firm name, but was also notice to those dealing with the other partners or their property. *American Surety Company of New York v. Sundberg*, 58 Wash2d 337, 363 P2d 99, (1961).

Similarly, although attaching creditors are designated by statute as innocent purchasers for value, they take subject to adverse claims of which they have knowledge or sufficient notice to put them on inquiry, even if the only "notice" is from another statute. *United States Nat. Bank v. American Escrow, Inc.*, 250 F Supp 302, 305 (D.C., Or. 1965).

Surely, then, one who contracts to build a bridge for the State, at a location where he knows the State is operating a ferry, should be charged with knowledge that if his default delays completion of the bridge beyond the scheduled time, it will be necessary for the State to continue operating the ferry beyond that time. Knowledge of the need for continued public operation of the ferry alone should put the contractor on inquiry as to whether such delay would cause the State financial loss. This conclusion becomes inescapable where, in addition, the State's contractual obligation to continue operating the ferry until completion of the bridge is a matter of public record, where the State was authorized by law to operate the ferry "free to the public" if it so chose, and where even casual inquiry would reveal that the ferry had been operated at a loss for many years.

Surely one who contracts with the State to build an interstate bridge, the construction and financing of which is provided for by law, should be charged with knowledge of the provisions of that law, including the provisions that funds for the construction are to be raised by the sale of bonds, that the bridge is to be operated as a toll facility, that toll revenues are to be applied to the bond payments, and that the other State is obligated, after the bridge is opened, to contribute to any deficit after the toll revenues are so applied. Knowledge of these facts is knowledge that delay in completion of the bridge will damage the State through loss of bridge toll revenues and loss of deficit subsidization payments from the other State. This conclusion is further strengthened, where the same facts are memorialized in a formal agreement between the two states involved, where such agreement is a matter of public record.

Obviously, when DeLong was chargeable with knowledge of all these facts, it must have "contemplated," at the time the contract was formed, that its default would inflict upon the State the damages here involved, within the meaning of the rule that a party breaching his contract is liable for all damages flowing from the breach, which were to be reasonably foreseen or contemplated at the time the contract was made. *Hadley v. Baxendale*, 156 Eng. Rep. 145 (Ex. 1854); *Blagen v. Thompson*, 23 Or 239, 248, 31 P 647 (1893); 11 *Williston, Contracts* (3rd Ed. 1968), 291, § 1356.

In *Blagen v. Thompson*, supra, 23 Or 239, 31 P 647 (1893), plaintiff had contracted to purchase land from one Lambert, with the intention of subdividing it, and selling the lots at a profit. To make the land more accessible, and thus enhance its value, he desired to have a "motor railway" built to the land. After extended negotiations, Plaintiff and Defendants entered into a contract whereby, among other things, Defendants agreed to build a rail line to "Lambert's place" and have it in operation by a certain date. Defendants failed to perform. Plaintiff was then unable to sell any more lots, and forfeited his down payment to Lambert in obtaining a release from the contract to buy the land. In this action, Plaintiff sought to recover his losses, including loss of profit on the land. Defendants urged such damages were collateral and not recoverable.

It was held that plaintiff could recover his losses on the land, including lost profits:

> "The complaint alleges, and the evidence tends to prove, both from the contract itself and the circumstances surrounding its execution, that defendants knew at the time they made the contract to build the road, that plaintiff either owned or had some interest in the Lambert land, and that his object in securing the franchises and commencing to build the proposed road, was to enhance the value of such land and derive a profit therefrom. Under such circumstances, and with knowledge of the object and purpose of the proposed road, defendants agreed and contracted with plaintiff * * * to build the road to such land within a stipulated time; notwithstanding this they failed to do so, in consequence of which plaintiff was unable to complete his contract for the purchase of the land, but was compelled to cancel it, and was thereby prevented from realizing the profits or gains which would have accrued to him had the contract been performed. Under such circumstances the loss of such profits or gains may be reasonably supposed to have been within the contemplation of the parties at the time the contract was made as the reasonable and probable consequence of the breach, because they must be taken to have known these consequences." 23 Or at 250.

This principle applies, of course, in construction contract cases, as well as in cases of other types of contracts. *Williston*, discussing damages in building contracts, says that:

> "Where the contractor fails to keep his agreement, the measure of the employer's damages, whether sought in an independent action or by recoupment or counterclaim, is always the sum which will put him in as good a position as if the contract had been performed. If the defect is remediable from a practical standpoint, recovery generally will be based on the market price of completing or correcting the performance, and this will generally be shown by the cost of getting the work done or completed by another person. * * * But consequential or special damages may also be recovered when they were foreseeable when the contract was made." 11 *Williston, Contracts* (3rd Ed. 1968) 344-347, § 1363.

At the time it submitted its bid, and when the contract was made, DeLong knew or should have known that any delay in completion of the bridge, arising from its default in performance, would cause the State financial loss through continued operation of the ferry at a deficit, through loss of bridge toll revenues, and through loss of the State of Washington's partial subsidy, for the period of such delay.

The fact and amount of each of these categories of loss was proved by uncontradicted evidence. Statutes then in force, matters of public record and facts readily discoverable by even casual inquiry charged defendants with knowledge as a matter of law that in case of delay such losses were unavoidable or at least highly probable. It was error to deny recovery of these losses on the ground that they were not contemplated by the parties.

CONCLUSION

Defendants' appeal is wholly without merit. Plaintiff is entitled to additional damages, in ascertained amounts, on one or both of its Assignments of Error on Cross-Appeal. The judgment, as so increased, should be affirmed, with additional attorney fees to plaintiff on this appeal.

Respectfully submitted,

LEE JOHNSON
Attorney General

JACOB B. TANZER
Solicitor General

ALAN H. JOHANSEN
Special Assistant Attorney General

GEORGE A. RHOTEN
Special Assistant Attorney General
Attorneys for Plaintiff-Respondent and Cross-Appellant

SUPPLEMENTAL ABSTRACT OF RECORD

SUPPLEMENTAL ABSTRACT

Appellants' Abstract, although running to 73 pages, including some 44 pages of their Proposed Findings and Conclusions (Ab. 27-71), unduly "summarizes" Plaintiff's Fifth Amended Complaint (Ab. 1-4). Accordingly, it is deemed appropriate to set forth herein such complaint in sufficiently detailed form to adequately and accurately reveal the pleading foundation for plaintiff's case. The

FIFTH AMENDED COMPLAINT FOR DECLARATORY JUDGMENT

filed during trial by leave of court on September 5, 1968, is as follows:

I.

Alleges Highway Commission duly constituted.

II.

Alleges defendant DeLong Corporation (hereinafter referred to as "DeLong"), is a foreign corporation authorized to do business in Oregon.

III.

Alleges Travelers Indemnity Company (hereinafter referred to as "Travelers"), is a foreign corporation authorized to transact a surety business in Oregon.

IV.

"On or about June 29, 1962, plaintiff and DeLong, in Marion County, entered into a written contract calling for the construction by DeLong of certain piers, to constitute a portion of the substructure of a bridge across the Columbia River, said contract being more particularly described as Columbia River Bridge, Astoria, Oregon — Pt. Ellice, Washington, Substructure for Steel Spans, Bridge No. 7949, Contract No. 6124. Performance of said contract by DeLong was to be in Clatsop County, and in the State of Washington. A true copy of said contract, marked "Exhibit A", is attached hereto and by this reference made a part hereof. The Oregon State Highway Department's "Standard Specifications for Highway Bridge Construction" (issue of May 1, 1954) constitutes a part of said contract, and a true copy thereof, marked "Exhibit B", is attached hereto and by this reference made a part hereof.

V.

"On or about June 29, 1962, DeLong as principal and Travelers as surety, executed and delivered to plaintiff, as obligee, a performance bond in the amount of $7,863,033.00, conditioned upon the faithful performance by DeLong of the above-described Contract No. 6124, for construction of the bridge piers described therein. Said bond is attached to said Contract No. 6124, and a trus copy thereof is included within "Exhibit A" hereto.

VI.

"Following the execution of the contract and bond, as described in paragraphs IV and V above, Delong commenced performance of said contract No. 6124.

VII.

"Subsequently, DeLong failed to faithfully perform its obligations under said contract, and breached the express terms thereof, in many particulars including but not limited to the following:

(1) Said defendant abandoned said project by gradually decreasing the amount of work over a period of several weeks until, immediately prior to April 2, 1964, said defendant's forces were almost totally inactive on the project.

(2) Said defendant persistently and repeatedly refused and failed to supply enough properly skilled workmen for the efficient prosecution of the project.

(3) Said defendant failed to remove and replace defective work, as directed by the plaintiff's engineer, particularly a defective seal at Pier 169.

(4) Said defendant failed to make prompt payment for all materials and labor.

(5) Said defendant persistently disregarded the instructions of the engineer to proceed with the work.

(6) Said defendant was unable or unwilling to proceed with the contract according to its terms.

(7) Said defendant failed to vigorously prosecute the work.

(8) Said defendant failed to complete Units 1, 2, 3 and 4 of the contract by the respective completion dates therefor.

Plaintiff duly performed all the conditions on its part to be performed.

VIII.

"By reason of DeLong's failure to faithfully perform and its breach of said Contract No. 6124, as more fully described in paragraph VII above, and pursuant to the provisions of said contract, plaintiff was obliged to and did, on April 2, 1964, terminate the employment of DeLong and cancel said contract by causing to be delivered to DeLong and to Travelers written notice, a true copy of which is set forth in "Exhibit C", attached hereto and by this reference made a part hereof.

IX.

"Plaintiff afforded to Travelers, as surety for DeLong, ample and reasonable opportunity to complete the work remaining to be done after said Contract No. 6124 was terminated, but Travelers for more than six months prior to the filing of this suit failed to do so. That plaintiff is entitled to recover $250,000.00, all of which is reasonable, as attorney fees from the defendant Travelers.

X.

"Said Contract No. 6124, among other provisions, provided for completion of the work in four segments or units, with separate completion dates for each unit specified as follows:

Unit 1 to be completed on or before October 31, 1963;
Unit 2 to be completed on or before November 30, 1963;
Unit 3 to be completed on or before January 31, 1964;
Unit 4 to be completed on or before June 30, 1964.

XI.

"Said Contract No. 6124, among other provisions, provides for liquidated damages in the sum of $2,000.00 per day, on account of late completion.

XII.

"As of April 13, 1964, the date of termination of DeLong's employment and cancellation of said Contract No, 6124, DeLong had failed to complete Units 1, 2 or 3 of said contract, and liquidated damages by reason thereof had accrued in favor of plaintiff in the amount of $330,000.00. Thereafter, the remaining work on Units 1, 2, 3 and 4 was completed by another contractor on or about December 5, 1966, a reasonable time therefor. From April 14, 1964 to December 5, 1966, additional liquidated damages by reason of such delay had accrued in favor of plaintiff in the amount of $1,932,000.00.

XIII.

"By reason of DeLong's failure to faithfully perform and its breach of the express provisions of said contract, plaintiff has sustained additional damage in the amount of $3,475,205.43, over and above any amounts earned by DeLong and unpaid by plaintiff, including, but not limited to, the sum of $2,464,810.77 in excess costs incurred in completing the work, over and above such further sums as would have accrued to DeLong had said defendant completed its contract, together with interest thereon as shown by "Exhibit E" attached hereto and by this reference made a part hereof.

XIV.

"U. S. Steel Corporation, another contractor on the project, has asserted and continues to assert that, as a result of the delay in completion of the piers, it will sustain substantial damages by reason of the consequent delay in completion of its superstructure contract, and that under the terms of the contract between plaintiff and U. S. Steel Corporation plaintiff is liable to U. S. Steel Corporation for such damage.

XV.

"That the following provision was made a part of the said contract between plaintiff and DeLong:

> "1.5.6.—Cooperation by Contractor.
>
> "The contractor shall conduct his operations so as to interfere as little as possible with those of other contractors, subcontractors, or the public on or near the work.
>
> "Where one contractor's operations are within the limits or adjoin the operations of another contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or any other cause. The engineer shall designate a schedule of operations which shall, in the aggregate, cause the minimum inconvenience to all parties concerned. Such scheduling of operations shall not be made the basis of a claim for damage by either contractor."

XVI.

"On April 10, 1964, plaintiff notified DeLong and Travelers, pursuant to the provisions of said Contract No. 6124, of its election to take possession of certain of DeLong's materials and equipment on and for use on said pier construction project, by written notice, a true copy of which is set forth in "Exhibit D", attached hereto and by this reference made a part hereof. Contrary to its obligations and rights of plaintiff under said Contract No. 6124, DeLong refused to deliver said materials and equipment to plaintiff.

XVII.

"That plaintiff in accordance with the terms of its contract with DeLong has previously credited DeLong on its contract for the purchase and placement on the worksite for these same said materials and equipment.

XVIII.

"That it is the contention of the plaintiff:

(1) That a valid contract existed between plaintiff and defendants, as hereinbefore set forth, on April 2, 1964.

(2) That plaintiff acted rightfully and pursuant to the terms of the contract in terminating the same on April 2, 1964, and for the reasons hereinbefore alleged in paragraph VII.

(3) That by reason of the defendants' breach of contract plaintiff is entitled to damages over and above any amounts earned by DeLong and unpaid by plaintiff, with interest at 6% per annum on excess completion costs incurred by plaintiff, from the dates of actual payment thereof, as set forth in the schedule designated "Exhibit E," attached hereto and by this reference made a part hereof.

(4) That U. S. Steel Corporation has sustained damages by reason of the default of the defendant and that under the terms of the contract any and all liability on account thereof rests upon the defendants.

(5) That DeLong was obligated under the terms of the contract to turn over to plaintiff the materials and equipment hereinbefore mentioned without charge, and upon termination of the said contract.

(6) That defendants are entitled only to credit for such materials and equipment in accordance with the terms of the contract.

(7) That plaintiff is entitled to reasonable attorney fees from the defendant Travelers.

XIX.

"That a justiciable controversy exists between plaintiff and the defendants, the resolution of which will require an interpretation, declaration and construction of the rights and obligations of the parties under the terms of the said contract.

"WHEREFORE, plaintiff prays that the Court construe the contract and the acts of the parties and determine and declare the rights and obligations of the parties, and for judgment, as follows:

A. That DeLong and Travelers are in default and have breached said Contract No. 6124; that plaintiff acted rightfully in terminating said contract and that plaintiff is entitled to damages for the breach thereof; and that plaintiff have and recover judgment from and against DeLong and Travelers in such sum as the Court finds to be due and owing for liquidated damages for delay, as well as such further and additional damages sustained by the plaintiff as a result of DeLong's and Travelers' failure to faithfully perform said Contract No. 6124, with interest, after any credits or offsets to which DeLong and Travelers may be entitled, but only to the extent of Travelers' bond as against Travelers.

B. That as between plaintiff and the defendants, plaintiff is not liable to U. S. Steel Corporation for any damages which U. S. Steel Corporation has sustained or may sustain by reason of delay in the completion of the piers, and that any and all liability to U. S. Steel Corporation for any such delay damages rests upon DeLong and Travelers and that they should indemnify and hold harmless plaintiff on account thereof, but only to the extent of Travelers' bond as against Travelers.

C. That DeLong was obliged by reason of its contract with plaintiff to turn over to plaintiff the materials and equipment without charge, upon termination of Contract No. 6124, and that DeLong and Travelers be given credit for such materials and equipment only in accordance with the terms of said Contract No. 6124.

D. For such other or further relief as to the Court may appear just and proper.

E. For plaintiff's cost and disbursements, including a reasonable attorney's fee against Travelers, incurred herein."

Appellants' Abstract correctly recites that Plaintiff's

REPLIES

filed September 16, 1968, essentially deny the affirmative matter in defendants' Answer, but omits to indicate that plaintiff also interposed affirmative matter in reply to DeLong's affirmative defenses and counter-claims, as follows:

FOR FIRST AFFIRMATIVE COMPLETE OR PARTIAL REPLY TO DeLONG'S FIRST THROUGH EIGHTH AFFIRMATIVE DEFENSES, TO THE EXTENT THAT SAID DEFENSES OR ANY OF THEM ARE BASED ON ALLEGED MISREPRESENTATIONS OR CONCEALMENT BY PLAINTIFF OF FACTS RELATING TO SUB-SURFACE CONDITIONS, PLAINTIFF ALLEGES AS FOLLOWS:

I.

Any and all pertinent details regarding sub-surface conditions at the structure site previously known to plaintiff were transmitted from plaintiff to DeLong no later than August, 1962, and before any work was in fact commenced or performed by DeLong.

II.

Thereafter, DeLong commenced performance of work under the contract, and continued such work for many months. All of the work directly affected by sub-surface conditions, namely, structural excavation and the driving of foundation piles, and work incidental thereto, was performed and completed by DeLong prior to April 2, 1964.

III.

DeLong did not, within a reasonable time after learning of all pertinent details regarding sub-surface conditions or at any time, notify plaintiff of an intention to rescind, disaffirm or otherwise avoid the written contract between the parties.

FOR SECOND AFFIRMATIVE COMPLETE OR PARTIAL REPLY TO DeLONG'S FIRST THROUGH EIGHTH AFFIRMATIVE DEFENSES, TO THE EXTENT THAT SAID DEFENSES OR ANY OF THEM ARE BASED ON ALLEGED MISREPRESENTATIONS OR CONCEALMENT BY PLAINTIFF OF FACTS RELATING TO SUB-SURFACE CONDITIONS, PLAINTIFF ALLEGES AS FOLLOWS:

I.

Plaintiff realleges its first affirmative reply, previously set forth herein.

II.

After acquiring knowledge of all pertinent details regarding sub-surface conditions, DeLong continuously and at various times affirmed the written contract between the parties by, among other things, demanding that plaintiff perform its obligations or alleged obligations under said contract, and by commencing an action in U. S. District Court against plaintiff and others for a declaration of rights and duties under said contract.

FOR THIRD AFFIRMATIVE PARTIAL REPLY TO THE FIRST THROUGH EIGHTH AFFIRMATIVE DEFENSES, AND FOR AFFIRMATIVE ANSWER TO THE FIRST AND SECOND COUNTER-CLAIMS, TO THE EXTENT THAT SAID DEFENSES AND COUNTER-CLAIMS, OR ANY OF THEM ARE BASED ON ALLEGED MISREPRESENTATIONS OR CONCEALMENT AS TO RIVER CONDITIONS CONCERNING SCOUR, OTHER THAN

SUB-SURFACE CONDITIONS, PLAINTIFF ALLEGES AS FOLLOWS:

I.

The written contract between the parties provides, in part, as follows:

> "It is understood that the contractor, before signing the contract, has made a careful examination of the plans, specifications, and contract; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials. The State will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the contractor as a result of the contractor's failure to fully inform himself in advance in regard to all conditions pertaining to the work." [Article 1.3.3, page 2, Standard Specifications for Highway Bridge Construction]

II.

Any and all pertinent facts as to river conditions concerning scour, other than such conditions as were set forth or indicated by the plans, specifications or other contract documents, were either matters of common knowledge in the locality, matters of public record, or otherwise readily available to DeLong and other bidders or prospective bidders on the project.

III.

At the time of submitting its bid, DeLong knew, or reasonably should have known, all pertinent facts as to river conditions concerning scour which were known to plaintiff.

IV.

Any alleged lack of knowledge by DeLong of facts as to river conditions concerning scour, at the time of submitting its bid, was the result of its failure to avail itself of readily available information, of its failure to fully inform itself as to the character of the work required, of its failure to make a careful examination of the location and condition of the work, of its failure to fully inform itself in advance in regard to all conditions pertaining to the work, or of its failure in one or more of such respects.

FOR FOURTH AFFIRMATIVE PARTIAL REPLY TO THE FIRST THROUGH EIGHTH AFFIRMATIVE DEFENSES, AND

FOR SECOND AFFIRMATIVE ANSWER TO THE FIRST AND SECOND COUNTER-CLAIMS, TO THE EXTENT THAT SAID DEFENSES AND COUNTER-CLAIMS, OR ANY OF THEM, ARE BASED ON ALLEGED MISREPRESENTATION OR CONCEALMENT BY PLAINTIFF OF FACTS AS TO RIVER CONDITIONS CONCERNING SCOUR, PLAINTIFF ALLEGES AS FOLLOWS:

I.

Plaintiff realleges the allegations of its first, second and third affirmative replies, previously set forth herein.

II.

The written contract between the parties provided, in part, as follows:

> "Until final acceptance of the contract the contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and he shall make good at his own expense all injuries or damage to any portion of the work before its completion and final acceptance." [Article 1.7.13, page 11, Standard Specifications for Highway Construction]

III.

Insofar as scour, or erosion of the stream bed at the structure site, injured or damaged the work or any part thereof, if at all, such injury or damage was caused by the action of the elements and was DeLong's responsibility.

FOR FIFTH AFFIRMATIVE AND PARTIAL REPLY TO THE FIRST THROUGH EIGHTH AFFIRMATIVE DEFENSES, AND FOR THIRD AFFIRMATIVE ANSWER TO THE FIRST AND SECOND COUNTER-CLAIMS, TO THE EXTENT THAT SAID DEFENSES AND COUNTER-CLAIMS, OR ANY OF THEM, ARE BASED ON ALLEGED MISREPRESENTATION OR CONCEALMENT BY PLAINTIFF OF FACTS AS TO RIVER CONDITIONS CONCERNING SCOUR, PLAINTIFF ALLEGES AS FOLLOWS:

I.

Plaintiff realleges the allegations of its first, second, third and fourth affirmative replies, previously set forth herein.

II.

The written contract between the parties provided, in part, as follows:

> "The contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment, and for performing all work under the contract, also for all loss, damage, or liability arising from the nature of the work, or from the action of the elements, or from any unforseen difficulties which may be encountered during the prosecution of the work, until its final acceptance by the Commission." [Article 1.9.2, pages 17-18, Standard Specifications for Highway Bridge Construction]

III.

Insofar as scour, or erosion of the stream bed at the structure site, caused DeLong any loss or damage, if at all, such loss or damage arose from the nature of the work or from the action of the elements. Such scour or erosion, if any, constituted a hazard to the contractor ordinarily inhering in work of the nature involved, and DeLong is entitled to no additional or extra compensation or damages by reason thereof.

Also, plaintiff interposed affirmative replies to certain of Travelers' affirmative defenses, as follows:

FOR FURTHER, SEPARATE AND AFFIRMATIVE REPLY TO TRAVELERS' FIRST AFFIRMATIVE DEFENSE, PLAINTIFF ALLEGES AS FOLLOWS:

Defendant Travelers failed to take appropriate or any steps, by notice or otherwise, to rescind its bond until long after it acquired full knowledge of all pertinent facts, and thereby waived any right of rescission it might otherwise have had.

FOR FURTHER, SEPARATE AND AFFIRMATIVE REPLY TO TRAVELERS' THIRD AFFIRMATIVE DEFENSE, PLAINTIFF ALLEGES AS FOLLOWS:

I.

The contract specifications of the principal contract between plaintiff and DeLong were incorporated by reference into Travelers' bond, and provided in part as follows:

1.4.4—Increased or Decreased Quantities

The right is reserved by the State, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the structures included in the contract. The compensation to the contractor for such increases or decreases shall be adjusted as provided elsewhere herein.

1.4.5.—Alterations in Details of Construction

The engineer, during the progress of the work, may alter any of the details of construction, including the grade or alignment of the road or both, as may be found expedient or suitable; such alterations shall not invalidate the contract nor release the surety, and the contractor agrees to accept and execute the work as altered the same as if it had been a part of the original contract. The compensation to the contractor for such changes shall be adjusted as provided elsewhere herein.

1.4.6—Extra Work

Upon the written order of the engineer, the contractor shall perform such work not included under or covered by contract prices, as may be necessary for the satisfactory completion of the project. If the work is of a kind for which a standard specification is given herein, it shall be performed in accordance with that standard specification subject to such supplemental or additional specifications, plans and instructions as the engineer may issue. If the work is of a kind not covered by a standard specification given herein, it shall be performed as ordered by the engineer and in accordance with such specifications and plans as may be issued by him.

If it is agreed between the contractor and the engineer that payment for extra work is to be made at stipulated unit prices or stipulated lump sum prices, payment for the extra work will be so made; otherwise, payment for extra work will be made on the force account or cost plus basis described in Article 1.9.5. of the standard specifications. Payment for extra work will be made only when the work involved has been authorized by the engineer, in writing, prior to performance of the work.

STANDARD SPECIFICATIONS for HIGHWAY BRIDGE CONSTRUCTION

(Issue of May 1, 1954)

[page 3]

II.

By entering into and executing its bond, which included by reference the contract specifications of the principal contract, including the above-quoted provisions, Travelers consented to any and all changes or extra work which may have been made, ordered or assented to by plaintiff.

Received
March 11, 1968

No 21

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

STATE OF OREGON, by and through its State Highway Commission, Plaintiff,	)	
vs.	)	No. 59323
DeLONG CORPORATION and TRAVELERS INDEMNITY COMPANY, Defendants.	)	

DEPOSITION OF FORREST COOPER

Taken in behalf of defendants

March 1, 1968

MICHELET, SOWERS, JOHNSON & COMPANY
COURT REPORTERS
744 Pacific Building, Portland, Oregon 97204
Phone 228-6671

INDEX OF EXHIBITS

Exhibit No.	Description	Page marked
TOKERUD NO. 1	A file.	2
TOKERUD NO. 2	Report on a Proposed Bridge Across The Columbia River, and a book entitled "Oregon State Highway Department Salem, Oregon Contract and Bond for Highway Construction."	2
TOKERUD NO. 3	A file.	2
	- - - - - - - -	
1	Copy of a two-page letter to DeLong Corporation, dated April 2, 1964, from Floyd Query.	27
2	Copy of a two-page letter to Oregon State Highway Commission dated March 31, 1964, from Forrest Cooper.	27
3	A two-page memorandum in a file previously marked Tokerud 1, addressed to File, dated May 20, 1964, from L. I. Lindas, Chief Counsel.	50
4	Two-page copy of a letter to The Travelers Indemnity Company, 500 Union Street, Seattle, Washington 98101, dated May 18, 1964, from Floyd Query.	54
5	A Report On A Proposed Bridge at Astoria To The Legislative Assemblies of Oregon and Washington.	58

INDEX OF EXHIBITS (Continued)

Exhibit No.	Description	Page marked
6	Copy of a letter to Mr. George Stevens, Bridge Engineer, dated July 17, 1958, from Mr. W. C. Williams, State Highway Engineer, By G. S. Paxson, Assistant Highway Engineer, together with four copies of cost summaries.	60
7	Two-page copy of a letter to Mr. R. J. Bettendorf, Manager, Port of Astoria, dated November 13, 1956, from W. C. Williams.	60
8	Copies of a nine-page Agreement between the State of Oregon and the State of Washington.	61
9	Copies of Cost Estimates Columbia River Bridge, dated April, 1962.	64
10	34 copies of documents entitled "OREGON STATE HIGHWAY DEPARTMENT BRIDGE FOUNDATION EXPLORATION LOG BRIDGE DIVISION."	70
11	A set of plans entitled "OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION COLUMBIA RIVER BRIDGE AT ASTORIA FOUNDATION EXPLORATION CLATSOP CO. Br 7949 DWN. BY M.K. 12-22-61 DWG 7949 F." (Also Hill Deposition Exhibit No. 20.)	71
12	A set of plans entitled "OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION COLUMBIA RIVER BRIDGE ASTORIA, OREGON PT. ELLICE, WASH. PIER CONTRACT FOUNDATION DATA FEB. 23, 1962, BRIDGE NO. 7949 SHEET 4 OF 58 DRAWING NO. 17604." (Also Hill Deposition Exhibit No. 2.)	76

INDEX OF EXHIBITS(Continued)

Exhibit No.	Description	Page marked
13	A letter from KING AND GAVARIS CONSULTING ENGINEERS TO Trammell, Rand & Nathan, dated September 24, 1963, with an attached report.	85
14	A seven-page rough draft of a report by Mr. Hill.	86
15	A typewritten Summary of Variations between Exploration Logs, Drawing 7949 F and Drawing 17604 to Ivan D. Merchant from W. C. Hill.	86
16	Copies of a final version of the Summary of Variations by Mr. W. C. Hill.	86
17	A copy of a letter addressed to Oregon State Highway Commission, dated November 13, 1963, from Forrest Cooper.	92
18	Copy of a letter on Wyatt, MacDonald & Dean letterhead, to The Honorable Glenn L. Jackson, Chairman, The Honorable Kenneth N. Fridley and The Honorable David D. Simpson, The Oregon State Highway Commission State Highway Department, Salem, Oregon Re: Columbia River Bridge, Astoria, Oregon Contract No. 6124 dated 2/1/64, consisting of six pages.	107

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

STATE OF OREGON, by and through its State Highway Commission, Plaintiff,	
vs.	No. 59323
DeLONG CORPORATION and TRAVELERS INDEMNITY COMPANY, Defendants.	

DEPOSITION OF FORREST COOPER

Taken in behalf of defendants

BE IT REMEMBERED That, pursuant to stipulation of counsel for the respective parties, hereinbefore set out in the deposition of Leon B. DeLong, the deposition of FORREST COOPER was taken before Donald D. Stringer, a Notary Public for Oregon, on Friday, March 1, 1968, beginning at the hour of 9:30 o'clock a.m., in Room 134, State Highway Building, Salem, Oregon.

APPEARANCES:

Messrs. George Rhoten and Leslie Hampton, of attorneys for plaintiff;

Messrs. George W. Mead, Bert R. Rand and Norman Bayles, of attorneys for defendant DeLong Corporation;

Mr. Lamar Tooze, Sr., of attorneys for defendant
Travelers Indemnity Company.

- - - - - -

(Whereupon, a file was marked TOKERUD DEPOSITION EXHIBIT NO. 1, a Report on a Proposed Bridge Across The Columbia River Astoria, Oregon - Megler, Washington and a book entitled "Oregon State Highway Department Salem, Oregon Contract and Bond for Highway Construction" was marked TOKERUD DEPOSITION EXHIBIT NO. 2, and a file was marked TOKDERUD DEPOSITION EXHIBIT NO. 3 for identification.)

MR. MEAD: I would like to say on the record, Les, I understand there was some conversations that you had this week with Bert Rand about the possibility that you might again apply to the Court for continuance of this matter. When I say continuance, I mean set over the trial date and if that is so we would like to take it up with the Court today, rather than to wait until the pretrial which is set for Monday. If you intend to go along we are ready to start the trial on the date that it's indicated. If you're ready to proceed, we are ready to proceed with the pretrial on Monday and the trial when it's scheduled. If there is any intention on your part to apply to the Court for a further extension of the trial date, we would like to know about it now and would like to get that matter settled today. Is that reasonable?

MR. RHOTEN: If such an application is made, what would your position be?

MR. MEAD: Our position would be the same as it was the last time we were before the Court. We would resist it. We are ready to try the case. We want to proceed with it, with the trial.

MR. RHOTEN: At previous sessions here a statement was made that it is necessary to take Mr. Taite's deposition in New York because he wouldn't come, couldn't come because of his age or disability, and we had anticipated being able to question him in connection with that.

MR. MEAD: As far as Mr. Taite is concerned you only very recently requested that his deposition be taken.

MR. HAMPTON: Excuse me, Weiss I think is included in that, also.

MR. MEAD: And Mr. Taite is in New York. He's an employee of the DeLong Corporation. He has presently very poor health. I understand a heart condition or stroke or some similar problem and it would be as I understand it, very difficult if not impossible for him to come out here to take his deposition, but Mr. Taite will be available I am sure in New York. This would be subject to his doctor's okay, but during the day we could determine that or if we know by noontime that you want to take his deposition Mr. Rand can by noon or not later than 1:00 o'clock maybe get ahold of him and perhaps arrange for you to take his deposition possibly Monday or Tuesday of next week if you want to do it; is that right, Mr. Rand?

MR. RAND: Yes. Even though I think our position is, George, that we don't intend between a pretrial date and the trial date to go in for a lot of discovery procedure. We understand the situation with respect to Mr. Taite and it was discussed further and we'll make arrangements to suit the convenience of counsel for the Highway Department and he will be made available unless his doctor says no, but I understand that he is coming in every other day now and he will be available.

MR. RHOTEN: Mr. Rand, can I say this: Is it your plan to call him in your case as a witness at the trial?

MR. RAND: If he is able to travel at that time, whenever that time comes and if we cannot obtain Mr. Peacock and it doesn't look like we can obtain Mr. Peacock -- we don't even actually know whether he's alive or not. They haven't gotten fully identified the names of all the people in the outlying areas for people who work for the contractors, who was killed in this Vietnam uprising and actually we have received no answer and I have not been able to find out from anybody where he is or even if he's alive or not, so in this case we would hope to get Mr. Taite, but whether we can or not would, of course, depend upon his physician. He is coming to the office every other day now. That's all I know.

MR. MEAD: You also mentioned Mr. Weiss, and again your request to take his deposition was included in a recent letter which we got from you. Mr. Weiss is not an employee of the DeLong Corporation. Bert Rand, however, has had some contact with him and knows where he can be contacted and I think that Mr. Rand could arrange for either him to come out here or for you to take his deposition someplace back there, maybe in New York or Florida, I believe he's in Florida now, possibly early next week. I am told that Mr. Weiss has an invalid wife and that he just refuses to go anyplace unless she can go with him. He has to take her and it presents quite a problem in traveling. He is not an employee of the company and we have no control over him.

MR. RAND: I think he might come out here if you offered to bring his wife also.

MR. MEAD: But he can be located and arrangements could be made, but it will have to be done right away. If you want him to come out here Mr. Rand could contact him or you can contact him and make arrangements either to take his deposition in the East or bring him out here, but we have no control over him.

MR. RHOTEN: Absent of the deposition, do you plan on calling him?

MR. MEAD: I can't say he fits in the same category as the letter that Mr. Hampton wrote to me in which he quoted me as having said that we would produce any of these people for deposition or we wouldn't call them. My recollection of what was said, this is when we were before Judge Jones and Mr. Rand originally made the statement and I reiterated it was that if we have an employee of the DeLong Corporation over whom we have ability to direct to come here, if we have a reasonable notice we will bring him here to take your deposition if we can, or if we can't we will arrange for you to take your depositions whereever he is or we won't call him as a witness. That observation did not apply to former employees or third parties over whom we have no control.

Whether we call them as a witness or not would depend on whether we think it's material that they be here to testify, whether we can subpoena them and get them here, or whether they would come here voluntarily at the time of trial, but we certainly have no agreement that we won't call them as a witness if you're not, if you don't see fit to take their deposition or you do not take the deposition because we can't agree to round up witnesses for you.

MR. HAMPTON: In connection with the witnesses, I have directed the letter to -- I believe the first one to you and the second one to Mr. Rand, with copies to you, concerning the ----

MR. RAND: Under what dates, Mr. Hampton?

MR. HAMPTON: The first one under the date of February 23, 1968 and the second one under the date of February 29, 1968. As you will recall in our requests for materials set out in December of 1967, we advised you that when we were supplied with documents from the DeLong Corporation that we would desire to take additional people. We have to find out who they are. Now ----

MR. RAND: Excuse me, Mr. Hampton, may I refer to you -- I think you're referring to your letter of November 20, 1967, in which you said you had completed taking our depositions, that you might want to ask us for additional people after you had examined the documents which you asked for. That was your first and large request which we fully complied with. Now, on November 22 of 1967 Mr. Mead answered and said if you give us adequate notice then we will try to help as best we can. This had nothing to do with your second letter of request.

MR. HAMPTON: If you will examine it, I am referring now to the specific second letter as you term it. The results produced from the first letter were not sufficient to advise us as to who did what. The three depositions that we had, the people appearing at those had no sufficient memory. They did not have their records with them to indicate the particular person that had key positions in the operation itself and it was necessary to obtain these. Now my question is of the people requested which have these. You will be able to ----

MR. MEAD: I can cut this short right now. You're referring to your letter of February 23rd, which is a letter I was referring to of a very recent date, just a few days ago, you gave us the names of some twelve people. I immediately responded to that letter and told you that insofar as I knew there were only two people on that list of twelve who were employed by the company, George Taite and John Paul Jones. Mr. Taite we have already discussed. Mr. Jones is someplace in Asia. I don't know just where, Borneo or someplace in that area, and if we don't produce him here for you to take his deposition, or you can get his deposition, we won't use him as a witness.

MR. RAND: Or, George, if they want to pay for his fare here from wherever he is.

MR. MEAD: If we can get him.

MR. RAND: If we can reach him.

MR. MEAD: Then a long time ago I told you in correspondence that many of these DeLong employees were scattered all over the world and he happens to be a long way off from here and if we don't use him as a witness, we don't intend to bring him back at considerable expense and then have you ask him just a few questions and spend a thousand dollars or so to bring him here and I think that this is rather a late date, February 23, for you to be requesting bringing Jones here from Asia, just a few days before the pretrial.

Your second letter is even later. This is February 29, just a few days ago.

MR. TOOZE: Yesterday.

MR. RAND: Yesterday.

MR. MEAD: Where you asked that we produce a McPhearson, Noland Xelley and Stuart Plant and with regard to these people I don't know who all of them are, but I only know, I think that thereis one man, McPhearson who is an employee of the DeLong Corporation.

MR. BAYLES: That's possible, George. That's possible. We just got the letter yesterday.

MR. MEAD: But we think there is a man by that name who is a draftsman in the New York office and there again he is in a very minor position. If you want to take his deposition he will be available there to you.

MR. HAMPTON: Is that the McPhearson who was on the job and in a foreman capacity?

MR. RAND: Mr. Hampton, I really don't know today. Mr. Schlickheisen thought he was. I don't think it is.

MR. MEAD: There is a man, I understand, by that name in the New York office who is a draftsman.

MR. RAND: I don't think -- it takes us a little time to check. I thought Mr. Kelley was still employed by the DeLong Corporation. Schlickheisen doesn't think he is and I'll just have to find out from their personnel then who is employed.

MR. HAMPTON: Is it your intention presumably -- we have asked for the cooperation that was mentioned during our early proceedings, in our rather informal proceedings that those persons who were not employees of the DeLong Corporation, if you would assist us in any way, every way that you could in locating them?

MR. MEAD: Certainly.

MR. HAMPTON: And in producing their present whereabouts or their last known address.

MR. MEAD: Yes. If we know where they are we will tell you where they are, certainly.

MR. RAND: We will tell you, yes. We are not agreeing necessarily to their depositions be taken between a pretrial and a trial date. We have a lot of work to do during that period of time.

MR. MEAD: On the list, in referring to your letter just given to us yesterday, I personally have never heard of any of these people on that list, with the one exception of Roy Whitman and Roy Whitman, as I understand it, is in the Portland area and whether he's there presently, I don't know, but I understand he's in the Portland area. The other people I have never even heard of.

Now, while we are on this subject, there is no use belaboring this for the record, because if you're going to make some application for extension of time I think you should tell us now and we will want to take it up with the Court today. Before we skip this over, you wrote a letter, copy of which has come to my attention on the date February the 23rd to Mr. Tooze requesting that the Travelers Indemnity Company produce correspondence and progress reports and notes and memoranda and a good many other items more praticularly shown in your letter, and this case has been pending since 1965. I think this is a pretty late date to be making a demand on our surety and then if you intend to use this as a reason for further continuance of the case, we would certainly oppose that. Mr. Tooze can speak for himself, but we wouldn't want this demand at this late date to be used as a reason for postponing the trial, but if you do intend to ask the Court to set the trial date over, we would like to know about it now and we would like to take some action on that today.

MR. HAMPTON: In the interest of shortening this ----

MR. RAND: Colloquy ----

MR. HAMPTON: -- presentation to the record and not taking the time to answer the comments individually that were made by Mr. Mead and Mr. Rand, it is our intention to ask for further extension of time and we will make such application to the Court. Now, whether or not the Court will be available, I presume Mr. Rhoten is ----

MR. MEAD: I suggest we delegate Mr. Rhoten a committee of one to depart to the telephone and get in touch with the Court's secretary or the Judge himself if you want to and find out if he's available to us today for a short time.

MR. RAND: Any time.

MR. MEAD: Any time. The sooner the better. You have our consent to do this.

MR. RHOTEN: We are assembled here today I understand to take Mr. Cooper's deposition.

MR. MEAD: Yes.

MR. RHOTEN: How long do you anticipate that will be?

MR. RAND: I would say it will take most of the day.

MR. MEAD: Perhaps you can make ----

MR. RAND: It may be much shorter. Depends. You see in Mr. Cooper's case, Mr. Rhoten, we really don't know how familiar he is. We have no way of knowing from the documents about certain of the events. Now, it could be only an hour or two and it could be the rest of the day. I really couldn't gauge it.

MR. MEAD: You have a right to make arrangements with the Court to see us at the noon recess or 1:30 or 1:00 o'clock, in between times if he's in the midst of a trial.

MR. TOOZE: Let me ask you this, Les. If you ask for an extension are you going to ask for an extension for both the pretrial and the trial?

MR. HAMPTON: Presumably ----

MR. RAND: This may help Mr. Hampton in his answer. I think Mr. Mead and I feel if the trial is extended we also want the pretrial extended. There we would probably agree and join, if one is extended we want the other.

MR. HAMPTON: One of the things that presumably is the identification of documents and even documents ordered back before the beginning of the year. We still don't have them, although we have had a brief examination. I presume they are bein Xeroxed. So we are in that disadvantage. Any of those documents that are pertinent to be identified.

(Discussion off the record.)

(Recess taken at 10:20 o'clock a.m. until 11:45 o'clock a.m.)

MR. RAND: I would like Mr. Hampton in line with our discussion at his request this morning to tell me today if he possibly can what help he would like in connection with any depositions that we might be able to help him with on the East Coast so I can make as prompt arrangements as possible and set a date as promptly as possible. That's the first thing. Secondly I would like to know in our case when Mr. Jackson will be available so there is a date certain, we aren't running down here to take his deposition and taking the time to do so. I would like those two things, if possible, resolved today.

MR. HAMPTON: We will have to discuss this, Mr. Rhoten and I and Mr. Rohde.

MR. RAND: We will give you ----

FORREST COOPER

was thereupon produced as an adverse party witness in behalf of defendants, and, having been first duly sworn by the Notary, was examined and testified as follows:

MR. RAND: If you will excuse us a second. We were talking about something in the record when you came in. In other words, then you will let me know before the end of the day, Mr. Hampton, what you would like me to try to do anyhow and if possible you will also let me know about Mr. Jackson before the end of the day?

MR. RHOTEN: Can I interject about this last request?

MR. RAND: Yes.

MR. RHOTEN: We might just ask Mr. Cooper about Mr. Jackson's program, if he knows. Do you know what his program is?

THE WITNESS: With respect to what?

MR. RHOTEN: Whether or not ----

THE WITNESS: Where he's going to be, you mean?

MR. RHOTEN: Where he's going to be. They are trying to arrange for his deposition. Do you have any information about it?

THE WITNESS: He is in Portland this week. He told me he was going to Medford today, and I didn't check on the next week's schedule. My guess would be he would be in Portland at least three or four days next week. I think the best way to do it would be to pick a day, or better yet a couple of days, and then we could communicate with him and see if we couldn't get him in that manner.

MR. MEAD: Do you think, Mr. Cooper, Mr. Jackson, we want to meet his convenience, too, would prefer to have the deposition taken in Portland rather than down here?

THE WITNESS: I wouldn't know. I don't think it would be of great moment to him either way. I can ask him, though, when I am talking to him.

MR. MEAD: We would be glad to do it either here or in Portland.

MR. RAND: In order to allow him plenty of time I would like to suggest a week from Monday, or week from Tuesday.

THE WITNESS: Tuesday I think would be better. He generally comes up from Medford on Monday. I believe it would be more convenient to him.

MR. RAND: Then we will try at least to arrange with Mr. Jackson for a week from Tuesday. That's the ----

MR. RHOTEN: 12th, I believe.

MR. RAND: That's the 12th of March.

THE WITNESS: Who is going to do this?

MR. HAMPTON: This will be done by presumably Mr. Rand.

MR. RAND: You want me to arrange with Mr. Jackson?

MR. HAMPTON: Oh.

THE WITNESS: That is what I was trying to get straight.

MR. HAMPTON: We will take care of that. Probably will ask you to do it when we work out the final details.

THE WITNESS: However, if I miss anything, if you tell me what you want me to do I shall proceed.

MR. HAMPTON: Fine. I might say, however, this is going to have to be carefully scheduled. There is little remaining time. It's conceivable if we don't plan to use Mr. Jackson as a witness that it might be -- that if it becomes necessary that we will in accordance with the Court's suggestions -- it might be better to await trial time, depending on the time available.

MR. RAND: Mr. Hampton, we asked for Mr. Jackson some months ago.

MR. HAMPTON: Two days ago, to be exact.

MR. RAND: Some months ago we mentioned we probably would want his deposition and over a week ago it was agreed that you would try to have him here today. That was last week that you agreed to do that. Now, if you don't want to ask Mr. Jackson we are perfectly willing to obtain a subpoena and serve him. We are not going to quibble with you. Whether you want him or not, whether you should have him, if you don't intend to try to get him here at a reasonable date in the near future, just let us know. We will take care of it ourselves. I think it's only fair that you tell us yes or no. We insist on Mr. Jackson's deposition. We think it's extremely important and we intend to do whatever we have to at that time. Are you telling me now that you cannot promise to produce Mr. Jackson at some time in the next two weeks? Now, yes or no, Mr. Hampton, please.

MR. HAMPTON: Mr. Rand ----

MR. RAND: Being he's well and able.

MR. HAMPTON: As far as Mr. Jackson is concerned, the first time that I recall his name being mentioned was some three or four days ago -- I mean -- correction -- about ten days ago. He was on vacation. He apparently came back because of the death of Mr. McKee. We will endeavor to make him available. However, for the utilization of time if we determine that this Monday or Tuesday is the appropriate date we will expect cooperation so that whoever you are able to produce for us for deposition be produced on the same particular day if at all possible so we are not -- the few remaining days are not all taken up with the tail end of this. We will endeavor to -- we will endeavor to make him available as you suggest next Monday or Tuesday, and we will.

MR. RAND: I suggest a week from Monday or Tuesday.

MR. HAMPTON: A week from Monday or Tuesday.

MR. RAND: But I will say this, it's perfectly acceptable for you to produce him at any time in the next two weeks anyplace, any time at all, day or night, on twenty-four hours notice to us, just so one of us can be here.

MR. HAMPTON: We will plan on coordinating it then with ----

MR. TOOZE: Let's have a tentative understanding that it will either be the 11th or 12th, Monday the 11th or Tuesday the 12th. Let's have a definite date fixed so Mr. Cooper, when he calls Mr. Jackson, will be able to give him a definite date.

MR. HAMPTON: I might say, too, we will want, for your benefit, General, we will want Mr. Wallace DeLong possibly that same time.

MR. TOOZE: He will be here.

MR. HAMPTON: Possibly that same day or another day.

MR. TOOZE: He'll be available.

MR. HAMPTON: We will try then ----

MR. TOOZE: You mean the same day that Mr. Jackson is here?

MR. HAMPTON: Unless that would be an inconvenient day, yes.

MR. TOOZE: All right. We will do it.

MR. HAMPTON: We will try for Monday and Tuesday.

MR. TOOZE: He'll be available.

MR. MEAD: We will be able to take his deposition here or in Portland, at Mr. Jackson's election.

MR. RAND: I would estimate it will take about a half a day, about two hours, two and a half hours, that's my estimate.

DIRECT EXAMINATION

BY MR. RAND:

Q Mr. Cooper, would you state your position at the present time, please?

A State Highway Engineer.

Q When did you become State Highway Engineer?

A December 1, 1961.

Q Previous, immediately previous to that, what was your position?

A Deputy State Highway Engineer.

Q How long had you held that position?

A Since August, 1956.

Q Now, Mr. Cooper, you have been employed many years with the State Highway Department?

A Yes, sir.

Q And are you a Civil Engineer or some other kind of engineer?

A I am a Registered Civil Engineer.

Q Civil Engineer. Have you ever been employed elsewhere than the Highway Department?

A No, sir.

Q Now, I understand from your testimony, then, that during the years of 1961, '62, '63 and '64, you were the State Highway Engineer.

A Yes, sir. Correction. Starting in first of December, '61.

Q First of December, '61. That's right. Excuse me. Now, would you tell us just very briefly what your duties are as the State Highway Engineer?

A I am the Chief Administrative Officer of the Department.

My duties consist largely of having contact with the public, with the Legislature, with the Commission, with the federal agencies in the general direction of the Highway Department and its auxiliary functions, state parks, recreation, Willamette Greenway and other things that we handle by statutory direction.

Q Mr. Cooper, do you report to anyone yourself?

A Yes, sir.

Q And who would that be?

A Highway Commission.

Q So that you are directly under them and the Highway Department is directly under you?

A Yes, sir.

Q In the Highway Department, who reports to you directly? Are those division heads or we have had a lot of testimony. It's a little confusing as to the relationship between the division heads and the assistants. If you would straighten that out, we would appreciate it.

A Yes, sir. In general the Deputy State Highway Engineers and the Assistant State Highway Engineers report to me. There could be occasions when department heads might, but in day-to-day operation the Assistant State Highway Engineers and the Deputies do report to me.

Q Now, in connection with the daily work, as I understand your testimony, you only have a, normally have a policy function, is that correct?

A Yes, sir.

Q Now, referring specifically to a bridge that was proposed, then built and is now in operation at Astoria, which I'll call the Astoria Bridge from now on, can you describe for us what your function or relationship was with respect to the planning, building and operation of that bridge?

A The planning, I had very little to do with it. What was your second part of your question?

Q The building of it.

A The building was, contract for the building was let after I became State Highway Engineer. Therefore I would have been the nominal head of the department during that period.

Q Did you take any active part in the building of the bridge?

A No, sir.

Q Direct part?

A No, sir.

Q Yourself?

A No, sir.

Q Did you go down to make periodic inspection trips, for example, to see the construction?

A Occasionally.

Q May I ask what you mean by occasionally, approximately?

A Oh, I can't really recall the frequency of the trips, sir.

Q Would you say that you made several a year or fewer than that or more than that?

A Oh, maybe two or three times a year. That's a pretty rough estimate.

Q I was trying to ascertain generally what you had to do with the building of the bridge. Did you receive daily reports, for example?

A No, sir.

Q Construction of the bridge?

A No, sir.

Q Did you receive weekly reports?

A No, sir.

Q Did you receive reports when you called for them, if you called for them?

A Yes, sir.

Q Now, in other words, is it fair to say that you delegated individual jobs such as this bridge to other persons as far as day-to-day operations were concerned?

A Yes, sir.

Q Do you keep a diary, Mr. Cooper?

A No, sir.

Q Do you keep a calendar record of your visits and trips and that sort of thing?

A No, sir.

Q Now, Mr. Cooper, do you recall the approximate time when the contract plans were first issued for the Astoria Bridge which I suggest to you was on or about May 15, 1962?

A I recall that it was in the late spring or early summer of 1962.

Q Then do you also recall that the Highway Department asked for bids for the substructure work on the bridge?

A Yes, sir.

Q Do you also recall that a contract was awarded to the DeLong Corporation of 29 Broadway, New York?

A Yes, sir.

Q Do you recall that the DeLong Corporation was on the job site at that bridge until some time in early 1964?

A Starting sometime subsequent to the award of a contract to the DeLong Corporation. I don't recall when that was.

Q I suggest it was June 29, 1962, and I might say this, Mr. Cooper, which might be helpful to you, I will attempt to suggest dates from time to time because I know how hard it is to remember these things and if I am wrong the record will then later stand corrected, so you don't have to worry about possibly missing something. Either counsel will correct me now or they will correct me later and correct the record, but I suggest it was June 29, 1962.

A I cannot deny or confirm this. I can only say to you that during this period of time to which you have referred, namely summer of '62 to the spring of 1964 there were representatives or people employed by the DeLong Corporation in Astoria during this period.

Q I see. Now, it's during that period specifically, Mr. Cooper, I would like to know if you can remember when you went down there and how many times you went down there?

A I can't remember.

Q Do you think you made any trips during that period of time?

A I believe that I did.

Q Do you recall holding any meetings in Astoria with the DeLong Corporation personnel?

A No, sir.

Q Did you have any meetings with them here in Salem during this period of time?

A Yes. I recall early in 1964 I recall a meeting.

Q In 1964 in Salem?

A This is to the best of my recollection.

Q Can you remember, or if you have any idea who was present at that meeting on either side?

A I believe our Chief Counsel, Mr. Lindas, I was there, I believe Mr. Porter, the Deputy Highway Engineer, I believe that Colonel DeLong was there. This is all I can recall, sir.

Q I see. Now, do you know whether any minutes were kept of that meeting?

A No, sir.

Q Do you remember the subject of that meeting, Mr. Cooper?

A General; it had to do with some matters that the Colonel brought up with respect to some problems he was having with the bridge.

Q The reason I am going very slowly, Mr. Cooper, is this is the first time this particular meeting has been mentioned by anyone, and we have no previous familiarity with it.

MR. RHOTEN: Can I suggest here there is evidence as to a meeting on another date, the date of which I think you are fully aware of, Mr. Rand. You might ----

MR. RAND: You mean the November 5, 1963 meeting?

MR. RHOTEN: Yes.

MR. RAND: I don't think that Mr. Cooper was present, but he might have been.

Q (By Mr. Rand) Mr. Rhoten is referring to a large meeting which many people attended on November 5 of 1963 here in Salem. Was that the meeting?

A I could be confused, sir.

Q Then there was a meeting on January 23 of 1964 in Astoria. Do you recall, can you place this chronologically as to whether this occurred before or after this scour occurred at Pier 16?

A No, I cannot, sir.

Q Was it before or after the contract was terminated, do you recall that?

A Would you identify which meeting you're speaking of?

Q There was a notice of termination which I suggest was dated April 2, 1964. Was this meeting before or after that notice?

A Before, I believe.

Q Is there any way, Mr. Cooper, that you could refresh your recollection as to this meeting and when it took place?

A Not that I know of.

Q You don't remember any more than -- I am sorry. I wasn't quite clear on what you remembered happened at that meeting.

A I believe that Colonel DeLong discussed something with respect to the construction of the bridge. I can't tell you exactly what. I can't recall.

Q That's all of your memory of it at this time.

A Yes, sir.

Q I could even be confused as to the dates.

Q Yes. This is the first time, Mr. Cooper, this has come up.

A Yes.

Q Mr. Cooper, do you remember there came a time in early 1964 I suggest when a controversy arose between the DeLong Corporation and the Highway Department with respect to Pier 169?

A Yes, sir.

Q Do you remember that not too long after that, and I suggest on April 2, 1964, a letter of termination was sent to the DeLong Corporation by the Highway Commission?

A I can't confirm the date. I recall the letter.

Q I see. You recall whether you approved this letter of the

Highway Commission before it was dispatched, or did you first see it after it was dispatched?

A I can't recall.

Q Mr. Cooper, in order to make it easier to go into the next line of examination, I am going to ask the reporter to mark two documents. One has already been marked in another deposition.

Mr. Reporter, I ask that you mark it again as Cooper No. 1 and then duplicate it again and give me back this one at a later time.

(Whereupon, a copy of a two-page letter to DeLong Corporation, 1000 Columbia Avenue, Astoria, Oregon, Attention: Col. L. B. DeLong, The Travelers Indemnity Company, Fidelity & Surety Department, 700 Main Street, Hartford 15, Connecticut, dated April 2, 1964, from Floyd Query was thereupon marked COOPER DEPOSITION EXHIBIT NO. 1, and a copy of a two-page letter to Oregon State Highway Commission, dated March 31, 1964, from Forrest Cooper, State Highway Engineer was thereupon marked COOPER DEPOSITION EXHIBIT NO. 2 for identification.)

Q (By Mr. Rand) Mr. Cooper, I am handing you what appears to be one of the original letters dated April 2, 1964, addressed to the DeLong Corporation and Travelers Indemnity Company and signed by Mr. Floyd Query purporting to terminate a contract between the Highway Commission and the DeLong Corporation. Do you recognize that letter, Mr. Cooper?

A Yes, sir.

Q Do you recall now when you received that letter?

A No, sir.

Q For the first time?

A No, sir.

Q Do you recall whether you had anything to do with preparing that letter?

A No, sir.

Q You mean you didn't have?

A No. I think your question was do you recall.

Q Do you recall it? I am not sure ----

A My answer to your question is no.

Q You don't recall. Do you recall whether you approved that letter before it was sent out?

A No, sir.

Q Did you discuss that letter to your recollection with anyone before it was dispatched?

A I can't recall any.

Q Now, that letter, I understand, was sent pursuant to a purported meeting of the Highway Commission. Did you attend any meeting in which the sending of this letter was discussed?

A I did not. I did not attend any meeting.

Q What did you have to do with the Highway Commission in connection with this letter?

A As I recall this meeting was a telephone conference type meeting.

Q Were you -- I guess I shouldn't say were you there. I should say were you involved?

A Yes, sir.

Q I see. How were you involved?

A I listened to a discussion between, principally, I think, between our Chief Counsel, Mr. Lindas, and the Commissioners.

Q I see. Did you take any part in the discussion?

A Not that I recall.

Q I see. Was this discussion involving the possible sending out of this cancellation letter?

A I don't recall it referring to sending out the cancellation letter. It had to do with the termination of the contract, as I recall it.

Q Termination of the contract. Do you recall at this time what Mr. Lindas said or anyone else said to him?

A No, sir.

Q Do you recall who was on the phone besides Mr. Lindas and who else did you say?

A Mr. Jackson.

Q Jackson. Anyone else?

A The Chairman of the Commission and Mr. Simpson, the Commissioner, and I believe Mr. Query, the Secretary of the Commission.

Q Anyone else from the Highway Department on the phone at that time?

A Not that I recall it.

Q At that time was a statement made over the phone that the contract would be terminated, or was there any such understanding?

A I can't recall. I think the record would indicate this.

Q Which record?

A The record of the meeting.

Q Minutes of the meeting?

A Yes, sir.

Q You have no personal recollection of any decision being made at that time?

A No, sir.

Q Do you know whether Mr. Lindas recommended a termination of the contract ----

A No, sir.

Q -- at that time? Did you recommend termination of the contract?

A No, sir.

Q I show you now what has been marked as Cooper Deposition Exhibit No. 2, which purports to be a copy of a letter dated

March 31, 1964, which purports to have been sent and signed. It doesn't show the signature by Forrest Cooper, and ask you whether you recognize that document?

A Yes, sir.

Q Does that appear to be a true copy of a document which you dispatched or ordered dispatched?

A Yes, sir.

Q Did you draft that document, Mr. Cooper?

A No, sir.

Q Who did draft it?

A Our Legal Department.

Q Who in the Legal Department?

A I cannot tell you.

Q I note that it shows "FC" there. Is that the person who drafted it, or is that you?

A The "FC" would refer to me, sir.

Q I see. But you did not draft it?

A No, sir.

Q Did it come to you as a rule directly from the Legal Department or through someone else?

A I can't recall, sir.

Q Mr. Cooper, did you first see this letter in final form or did you see it in draft form first?

A I can't recall. I would be inclined to think draft form, sir.

Q Well, don't misunderstand me, Mr. Cooper. If you can't recall, say you can't recall rather than be inclined and think, because that confuses the record. Did you request this letter be prepared or was it first submitted to you?

A It was submitted to me without a request as I recall.

Q Now, was there any meeting or conference you recall with respect to the promulgation or issuance of this letter?

A There was a meeting that I think you gentlemen attended. I cannot recall whether that was prior to this or after. I don't recall this. I'm referring to the meeting that was held in Portland. I can't fix that as to date.

Q Yes. That was approximately February 10, 1964.

A It would have been preceding this, then (indicating).

Q Yes, Mr. Cooper. That was a meeting at which I believe you and Mr. Jackson attended. Is that the one you are referring to?

A Yes, sir.

Q And that Colonel DeLong was at that meeting, I believe?

A Yes, sir.

Q You think that was the meeting that you remembered before, Mr. Cooper? That was the meeting you had with the DeLong people you said you thought was in Salem.

A It's quite probable that it was.

Q We have no other record, I'll tell you honestly, any other meeting at all. Never even heard of one.

A I believe I was confused.

Q Now, did you have any other meeting besides that meeting preceding the formulation and issuance of this letter?

A Not that I recall.

Q So far as your present recollection is concerned this letter was prepared either in draft or in final form, you don't remember which, and was brought to you for your signature?

A Yes, sir.

Q Or for your approval and then retyping and then your signature, either one.

A Well, it being a legal matter, it would have been prepared in its entirety by the Legal Department.

Q Then brought to you to either approve or disapprove?

A Yes.

Q Since you remember signing it and sending it out, I guess you approved it, is that right?

A I guess that's right.

Q I see. You don't remember who in the Legal Department brought that to you?

A No, sir.

Q You don't remember who in the Legal Department drafted it?

A No, sir.

MR. RAND: Now, it's 12:15. What are your pleasures, gentlemen? Would you rather go on?

THE WITNESS: Go on if you want, as far as I am concerned.

MR. TOOZE: How long will it take you, Bert?

MR. RAND: To do what?

MR. TOOZE: To finish.

MR.RAND: Oh, about 3:00, 3:30, 4:00 o'clock.

MR. TOOZE: Better go and eat then.

(Whereupon, at 12:15 o'clock p.m. a recess was taken until 1:00 o'clock p.m. of the same day.)

AFTERNOON SESSION

1:00 o'clock p.m.
(Mr. George Rohde entered at 1:10 p.m.)
(Mr. George Mead is not present.)

MR. RAND: Mr. Reporter, let the record show that Mr. Mead had to leave because of certain matters and he will not be with us this afternoon.

Q (By Mr. Rand) When we adjourned for lunch, Mr. Cooper, we were discussing this termination period which I think you now realize is toward the end of March and early in April of 1964, with respect to the DeLong Corporation and we were discussing this letter which was prepared by the Legal Division and submitted to you, which you approved and sent out and was Cooper Exhibit No. 2.

Did any of your deputies or assistants handle that or did you just handle that yourself?

A I can't recall.

Q You have no present recollection of any deputies or assistants having anything to do with this?

A I have no recollection of whether there was or wasn't, sir.

Q I do notice copies were sent to a Mr. Porter. Who is he?

A He was the Deputy State Highway Engineer.

Q At that time?

A Yes.

Q How about Mr. P. M. Stephenson?

A He was the Assistant Highway Engineer.

Q And how about Mr. V. D. Wolfe?

A He is Administrative Assistant to the Highway Engineer and as a matter of procedure he gets copies of all correspondence.

Q He takes care of the files and records?

A Yes.

Q Of your office?

A Yes.

Q How about Mr. -- oh, Mr. L. I. Lindas was the Counsel at the time, was he not?

A Yes.

Q I think we already covered the fact this letter indicates mistakenly, I suppose, that you wrote the letter, is that correct?

A I did not write the letter.

Q No, but it does show your initials as the author, doesn't it?

A Yes. The girls, when they typed those up, they just put the initial of the person to whom they are going to take it for signature.

Q Do you know whether it was typed in your office or the legal office, the actual typing?

A I couldn't remember.

Q Now, at the time when you signed this and when you looked at it or drafted it as you testified, do you recall whether or not you were given any memoranda or anything else in connection with this matter?

A No, sir.

Q Were you given any written documentation supporting this letter?

A No, sir.

Q Now, this letter provides "The contractor's violations of the provisions of the contract include the following:" Number 1 is "Substantial abandonment of the project, as shown by the nearly total inactivity of the contractor in recent weeks."

What information did you have to support that allegation, Mr. Cooper?

A This was based on information that was brought to me by the staff.

Q What part of the staff or who in the staff, do you remember?

A I can't recall.

Q Was it brought to you in written form or oral form?

A I can't recall.

Q Well, if it was brought to you in written form, would you have ----

(Discussion off the record.)

Q (By Mr. Rand) If you did receive anything in writing, would it be filed with Mr. Wolfe?

A No, sir.

Q What would have happened to it?

A If there was anything it probably would have been made a part of the Commission files.

Q Of the Commission files?

A Yes.

Q I see. This letter doesn't indicate any attachments to it. Does that indicate that there wasn't anything transmitted except the letter?

A Probably.

Q Now, you have no specific recollection of receiving anything in writing in support of that first allegation?

A That is correct.

Q You did go down to look at the project yourself at that time, did you?

A No, sir.

Q When someone or other representatives -- you have no idea at all who talked to you about that inactivity?

A No, sir.

Q Do you recall when that was represented to you as to whether you inquired as to the cause of such inactivity, if -- the fact it did exist?

A I don't understand the question.

Q Yes. When you say that somebody on the staff told you there was inactivity or substantial abandonment of the project, did you make any investigation to determine why?

A No, sir.

Q Do you remember the exact nature of the information that you received ----

A No, sir.

Q -- as to abandonment? Now, if there was in fact anything in writing and it isn't in the Commission files, would it be in Mr. Wolfe's files?

A No, sir.

Q Any third place where it could be?

A The Commission files are under the control of the Secretary of the Commission, sir.

Q I say if nothing ever got to the Commission files -- see, you testified -- this shows no attachments. Therefore probably there probably were no transmissions to the Commission, but if you got something from the staff to support these allegations in writing and you did send it to the Commission, where would it have been filed?

A It would have to go to the same, to the Commission files.

Q It would still go to the Commission files?

A Yes, sir.

Q I see. Just to be sure I am clear, is that the Commission as differentiated from the Department?

A No, sir. When you get to this area there is one set of files.

Q Who is responsible for those?

A Floyd Query.

Q Floyd Query. Now, secondly, you allege that there was "Persistent and repeated refusal and failure to supply enough properly skilled workmen for the efficient prosecution of the project."

Now, where did you get the information to support that allegation, Mr. Cooper?

A The same sources as question 1.

Q I see. And the same answers would hold true there?

A Yes, sir.

Q Do you have any recollection at all of where the information came from?

A No, sir.

Q Or what it was?

A No, sir.

Q Or whether it was in writing or not?

A No, sir.

Q You made no independent investigation?

A No, sir.

Q You made no inquiries yourself?

A I don't recall.

Q Do you recall whether or not you asked what kind of refusals they were?

A I don't remember.

Q Now, number 3, you allege there was a "Failure to remove and replace defective work, particularly the defective seal at pier 169."

Where did you get the information to support that allegation?

A Same source.

Q Was it Mr. Merchant? Does that stimulate your recollection?

A I can't recall, sir.

Q In connection with that, you remember making any inquiries yourself?

A I don't remember.

Q Now, did you ever try to ascertain at any time then or now or at any time at all who was responsible for the defective work, if any, at Pier 169?

A I didn't quite understand your question.

Q Did you ever try to ascertain yourself where the responsibility lay for any defective work at Pier 169?

A Yes.

Q How did you do that?

A Discussion with our engineers.

Q Did you also discuss this with your legal people as to the legal responsibility?

A I can't remember.

Q Now, as far as your discussion with the engineers, did you ask the engineers the basis on which they had reached their conclusions or obtained opinions?

A I don't recall.

Q Did you ask the engineers what tests they made or what studies they made in order to reach their conclusions?

A I don't recall.

Q Do you remember receiving any technical information from them at all with respect to these seals?

A No, sir.

Q Which engineers, Mr. Cooper, do you recall that you discussed this with?

A I don't recall specifically to whom I directed this discussion.

Q Do you recall whether you received reports in writing or orally?

A I believe orally, sir.

Q Now, do you remember receiving any diver's reports which the Oregon State Highway Department had made in connection with the defective seals at Pier 169?

A No, sir.

Q Have you ever till today read any of the diver's reports then?

A No, sir.

Q As far as you know no one ever mentioned it to you?

A No, sir.

Q Did anyone ever tell you that they had been, these people you talked to, they had been present during the pouring of these seals at Pier 169?

A I can't remember.

Q Were you ever informed that the DeLong Corporation had ever refused to honor, obey any instructions which they refused from your department in connection with that pour?

A I can't remember any.

Q Do you know of your own knowledge, Mr. Cooper, who was in charge as far as the Highway Department was concerned in the pour at 169?

A Yes.

Q Who was that?

A Mr. Ellison.

Q I meant -- I guess as far as you're concerned Ellison was in charge.

A Yes, sir.

Q You wouldn't know who was underneath him?

A No, sir.

Q I see. We come to the fourth allegation, "Failure to make prompt payment for all material and labor."

Where did you get the information to support that allegation?

A From the same source as the other questions.

Q Your answers to the other questions would apply to this as far as ----

A Yes, sir.

Q -- the written or oral and that sort of thing?

A Yes, sir.

Q Did you ever make independent verification yourself of that allegation?

A No, sir.

Q Have you to this day ever received any independent verification of that ----

A No, sir.

Q -- allegation? Now, the next is "Persistent disregard of the instructions of the engineer to proceed with the work."

First I would like to ask you a preceding question here, what does this mean when it says, "the engineer"? Does that mean you or Mr. Merchant, or Mr. Ellison?

A The engineer is a term that is defined in the contract and it, I believe, is defined in about these words, "the State Highway Engineer or his authorized representative."

Q In this context as you used it here, shall I read it again?

A Yes, sir.

Q "Persistent disregard of the instructions of the engineer to proceed with the work."

Who would that be?

A Probably Mr. Ellison.

Q He was the Project Engineer on the job?

A Yes, sir.

Q Now, in connection with this allegation, who gave you the information on which you base this one?

A The same people.

Q The same. All the same. You give the same answers to the same questions I asked before?

A Yes, sir.

Q Do you recall whether Mr. Ellison ever told you that there was persistent disregard of instructions of the engineer?

A No, sir.

Q Did you ever confer with Mr. Ellison on this matter prior to the time of this letter?

A No, sir.

Q Now, number 6, "The contractor's inability or unwillingness to proceed with the contract according to its terms, as shown by proclamations in a complaint filed in the U.S. District Court for the District of Oregon, and elsewhere."

Now, where did you get that information?

A From the same sources as ----

Q Did you ever read the proclamations in the complaint?

A No, sir.

Q Have you to this day?

A No, sir.

Q The next one is "Failure to vigorously prosecute the work."

Where did you receive that information?

A The same source as the others.

Q Would all the same answers apply generally?

A Yes, sir.

Q Now, 8, "Failure to complete Units 1, 2, and 3 of the contract, and obvious inability to complete Unit 4 thereof, by the respective completion dates therefor."

Where did you get the information to support that allegation?

A The same sources as the others.

Q The same questions and answers would apply?

A Yes, sir.

Q Now, in connection with that number 8, did you ever make a personal inquiry -- strike that -- let me ask you this: Does this really mean delay? Is that what that means in "Failure to complete Units 1, 2, and 3 of the contract, and obvious inability to complete Unit 4 thereof, by the respective completion dates therefor?" Does that really mean too much delay? Is that the purport of that language?

A I believe the statement itself explains it, does it not?

Q Well, it says failure to complete by certain dates. I suppose that would mean -- well, it's not what I suppose. All right. Did you ever make a personal inquiry as to why the DeLong Corporation had been unable to complete certain units by a certain date?

A No, sir.

Q You knew that there had been a scour condition at Pier 169, didn't you?

A Yes, sir.

Q And you knew that certain action had been taken to correct that situation, didn't you?

A Yes, sir.

Q And you knew that was a force account matter, didn't you?

A Yes, sir.

Q And didn't you know that this caused a certain amount of delay?

A I couldn't say that I did.

Q Did you ever investigate to find out whether this was the delay that caused the failure to meet the contract dates?

A No, sir.

Q Did anyone else tell you they had done so that you recall?

A No, sir.

Q Now, I see that the first paragraph reads as follows, Mr. Cooper, "This is to advise that the DeLong Corporation, contractor on the above project, has violated the provisions of the contract in several material respects, and to certify that sufficient cause exists to terminate the employment of said contractor."

What did you mean when you said you certify that sufficient cause exists?

A Just merely that there appeared to be sufficient cause to make this assumption.

Q You mean appeared to be sufficient cause on the basis of the information which some of your staff had given to you?

A Yes, sir.

Q I see. That's the information that you do not know whether was entirely oral or in writing?

A Correct.

Q I am going to ask you before we terminate this deposition, Mr. Cooper, to ascertain if you can whether there were any writings on this and if there weren't and your counsel so report, to me then you won't have to come back again. If there are writings I would like you to identify them for me.

A Very good, sir.

MR. RAND: For the record -- or if you want to adjourn right now, we can do that. I don't care when. I was trying to make it convenient for Mr. Cooper.

MR. RHOTEN: I suggest that it would not be possible to conform to the letter of this request, if I understand it correctly, asking about all writings upon which the Highway Engineer through his staff may have based a determination to send that letter. That would include ----

MR. RAND: That's not what I said, Mr. Rhoten, or what I asked for. I only want the writings actually submitted, if any, to Mr. Cooper, at the time this letter of March 31, 1964, was proposed and in support of this letter ----

MR. RHOTEN: To him personally?

MR. RAND: That's right.

MR. RHOTEN: All right.

MR. RAND: If there are no writings and Mr. Hampton or Mr. Cooper tell me so, that's the end of it. If there are writings I would like them to be produced so we can identify them.

MR. RHOTEN: If he has in his possession such writings as distinct from -- my statement to you, Mr. Rand, is this, is so broad that it would include every piece of paper possibly ----

MR. RAND: I am only asking what Mr. Cooper himself received at this time and reviewed himself. I am not asking what anyone else saw or otherwise.

MR. RHOTEN: We will attempt to comply if it's possible. I suggest to you the impossibility of it.

MR. RAND: Mr. Cooper may be able to check at a recess this afternoon and merely ask whether there is a file of stuff he received, material he received, with this March 31, 1964 transmission, and if there isn't that would probably end it.

Q (By Mr. Rand) At any rate, Mr. Cooper, as I understand it, you made no personal verification yourself of the facts set out in this letter?

A Correct.

Q How about any of your deputies or assistants, to your knowledge?

A I would have no knowledge of that.

Q Excuse me just a moment. Mr. Cooper, were any of your deputies or assistants -- I am not talking about the heads of the departments or divisions, specifically assigned to the Astoria project?

A No, sir.

MR. RAND: Now, I'll have this marked as Cooper No. 3.

(Whereupon, a two-page memorandum in a file previously marked TOKERUD 1, addressed to File dated May 20, 1964, from L. I. Lindas, Chief Counsel, was thereupon marked COOPER DEPOSITION EXHIBIT NO. 3 for identification.)

Q (By Mr. Rand) Mr. Cooper, I show you what has been marked as Cooper Deposition Exhibit No. 3, which purports to be a copy of a memorandum to File dated May 20, 1964. The subject is DeLong vs. State of Oregon, purports to be signed by L. I. Lindas, Chief Counsel. It shows a copy to you and it's a memorandum to File, and I ask you to look at the document first and tell me whether you ever recall seeing it before or reading it?

A What was your question?

Q Have you seen that document before?

A I don't recall of having seen it.

Q I see. Well, let me ask this,then. Just read the third paragraph from the end there, and ask whether you are familiar with the statements made there or whether you ever heard them before in any context?

A I am ready to answer your question if you will ----

Q I'll phrase it again, Mr. Cooper. Are you familiar with the information contained in that paragraph? Have you ever heard the facts stated there as stated before?

A With respect to the mention here of the specifications for the bridge; yes, sir.

Q Now, I believe it says there that, and maybe you'll read that last part to me. Doesn't it say the specifications are the same or something like that? Would you read it?

A "In addition, that we had made no change in the design, plans and specifications for the completion of the bridge; and, that we were in a position to defend this action on its merits whenever the question of the proper court in which to hear the matter has been settled."

Q Now, I am referring chiefly to the first part of that. Were you ever informed that the plans for the completion of the work were the same plans and specifications as had been given to the DeLong Corporation?

A Yes, sir.

Q Who informed you of this?

A I can't recall.

Q Did you ever -- was this information given to you in writing or orally?

A I believe not.

Q Did you study the plans, specifications yourself to verify this?

A No, sir.

Q In other words, as far as you know this is something that someone reported to you, but you did not make an independent determination of your own to this effect?

A Correct.

Q In that connection have you ever heard of a contract that was awarded to a company called the Umpqua Navigation Company?

A No, sir.

Q You know nothing about that, either?

A No, sir.

Q Do you know of any rock or riprap which has been dropped around the piers the last several years at the Astoria Bridge?

A I know that riprap was placed.

Q I see. You don't know under what contract or conditions or when?

A No, sir.

Q I see. By the way, do you have any idea of how much riprap was placed, Mr. Cooper?

A No, sir.

Q Would it refresh your recollection if I stated that over a hundred thousand tons has been placed around Pier 169 alone?

A I couldn't verify the amount at all, sir.

Q I see.

A I have no idea.

Q Now, Mr. Cooper, did you ever participate in any pre-contract meetings with the company called Raymond International, Inc.?

A Yes, sir.

Q Did you discuss at that meeting anything about the plans and specifications under which they were to proceed?

A I don't recall.

Q Did you discuss the question of scour at that meeting, Mr. Cooper?

A Not to my recollection.

Q Were any memorandum made of that meeting that you know of?

A Not that I know of, sir.

Q You don't remember anyone or yourself telling Raymond that they were responsible for certain scour provisions, scour action, even though it wasn't so stated in the plans and specifications?

A I don't remember.

Q You don't remember anybody saying that?

A No, sir.

Q But if there was a memorandum of the meeting made by your department and it so said, would that indicate to you that it did happen?

A Was your question if one of our people had made such a memorandum?

Q Yes.

A Yes, sir.

MR. RAND: Now, will you mark this, please?

(Whereupon, a two-page copy of a letter to The Travelers Indemnity Company, 500 Union Street, Seattle, Washington 98101, dated May 18, 1964, from Floyd Query, was thereupon marked COOPER DEPOSITION EXHIBIT NO. 4 for identification.)

Q So in other words, it's fair to say, Mr. Cooper, in summarizing these last few questions that you yourself do not know as of this date and have never known of your own personal knowledge whether or not the plans and specifications under which the Raymond International Incorporated completed the substructure work at the Astoria Bridge were the same as the plans and specifications under which the DeLong Company work was done; is this a fair statement? Would you like it read back?

A Please.

(Whereupon, the reporter read the pending question.)

MR. RHOTEN: Mr. Rand, this question is too conjunctive. I don't care to paraphrase your question. What you want to know is whether or not he personally compared one set of plans to the other?

MR. RAND: I asked my question. If the witness doesn't understand it I am perfectly willing to rephrase it.

MR. RHOTEN: I'll ask that you rephrase it because it is in the conjunctive so it cannot be in my judgment fairly answered.

MR. RAND: Let me ask the witness.

Q (By Mr. Rand) Can you answer that question, Mr. Cooper?

A I don't understand the question very well, sir.

Q Fine. That's all. Feel free at any time, Mr. Cooper. I don't accept your counsel's correction, but if you don't understand it I will always be happy to rephrase it. It states herein what we have marked as Cooper No. 3, "In addition, we had made no change in the design, plans and specifications for the completion of the bridge."

Now, as I understand that, that means comparing the DeLong plans and specifications and the later plans and specifications for completion of the substructure. Is that your understanding also?

A Yes, sir.

Q Now, do you know whether or not that is a true statement or not, of your own knowledge?

A No, sir.

Q Mr. Cooper, I show you Cooper Exhibit No. 4, which purports to be a copy of a letter dated May 18, 1964, from the Oregon State Highway Commission signed by Mr. Query to The Travelers Indemnity Company and ask you whether you have ever seen that letter before?

A I don't recall having seen it.

Q Have you ever heard the statement made at any time which is set forth in the third paragraph where it says, "Such action is prefaced, not as an exercise in semantics as you would indicate; but on the basis of the refusal by the DeLong Corporation and your company to proceed under the contract without major changes to the plans and specifications"?

A I have no recollection of that.

Q No recollection of that. You never discussed the content of that letter with anyone?

A Not to my recollection.

Q So far as you know it was not dispatched with your authority?

A Let me see it. It was signed by the Secretary of the Commission. I was not a party to it I am sure.

Q You noticed, did you not, it assigns the reason for the action of termination as being the refusal of the DeLong and Travelers to go on without changes in the plans and specifications?

A Yes, sir.

Q Do you know of any reason why that was cited as the basis for termination in that letter as compared to the reasons which you cited in your letter to the Commission of March 31, 1964?

A No, sir.

Q Do you know of your own knowledge, own personal knowledge now which recitation as to the reason for termination is the correct one?

A No, sir.

Q Now, I am going to backtrack a little bit, Mr. Cooper, and ask you whether you recall that the Astoria Bridge, a proposed Astoria Bridge was under construction back as early as 1954 and 1955?

A I can recall only it was under study for a considerable period of time. The years I could not confirm.

Q I see. Do you remember when a company called the Tudor and another company called Coverdale & Colpitts were employed by the Oregon State Highway Commission and others to do certain work in connection with this proposed bridge?

A No, sir.

Q Did you ever see a report by the Tudor Company with respect to the construction of the bridge at Astoria?

A Not to my recollection.

Q When did you first, Mr. Cooper, have anything at all to do with the Astoria Bridge? Can you place that?

A I am guessing only, but I would imagine about 1959.

Q Does it accord with your recollection that's the year in which the Legislature passed some sort of statute with respect to the Astoria Bridge?

A They considered a statute. I can't recall whether that was the year it passed or not.

Q They did pass one in that year, Mr. Cooper?

A I couldn't remember that was the enabling one or not.

Q But you have no recollection of ever having read the Tudor report?

A No, sir.

MR. RAND: Now, would you mark this, please?

(Whereupon, A Report On A Proposed Bridge At Astoria To The Legislative Assemblies of Oregon and Washington was thereupon marked COOPER DEPOSITION EXHIBIT NO. 5 for identification.)

Q I show you, Mr. Cooper, what has been marked as Cooper Deposition Exhibit No. 5, which purports to be A Report On A Proposed Bridge At Astoria To The Legislative Assemblies of Oregon and Washington, Prepared and Presented by the Oregon State Highway Commission and Washington State Highway Commission dated January, 1959, and ask you whether you are familiar with that document?

A I don't recall of ever having seen it, sir.

Q Not till this time?

A Beg your pardon?

Q Not till this time?

A Right.

Q Is that right? Let me point out one part of it and ask you whether you have seen it in any context or not. I refer specifically to Page 15, which has a Cost Estimate with the words November, 1958 in it, and ask you whether you have ever seen that particular Cost Estimate before?

A I can't recall ever having seen it, sir.

Q Now, did I understand you were Deputy State Engineer to Mr. W. C. Williams? I may not have asked you who you were a Deputy to. Is that the gentleman you were?

A That's correct.

Q Because he received certain communications would you necessarily have received them also?

A Your statement is correct. Let me ----

Q You would not?

A I would not necessarily have received them, sir.

Q I see. So that if he received this report you would not necessarily have seen it?

A That's correct.

Q As a matter of fact, you didn't see it. Do you know who prepared this? Can you tell from the report itself?

A No, sir.

Q You do know, though, that the Legislature eventually authorized $24,000,000 in bonds for the Astoria Bridge?

A Yes, sir.

Q Do you recall that this was done in two stages and in one year they passed, they authorized the bond issue and then in a later year they reaffirmed it after the State of Washington had acted?

A Yes, sir.

Q I suggest that was in 1959. Of course, the law will speak for itself, but the statute was passed authorizing the bonds and then enabling or the statute, whatever it was, in, passed in '61 after Washington authorized it.

Would you mark this?

(Whereupon, a copy of a letter to Mr. George Stevens, Bridge Engineer Washington Department of Highways, Transportation Building, Olympia, Washington, dated July 17, 1958, from W. C. Williams, State Highway Engineer, By G. S. Paxson, Assistant Highway Engineer, together with four copies of cost summaries were thereupon marked COOPER DEPOSITION EXHIBIT NO. 6 for identification.)

Q (By Mr. Rand) I show you what has been marked as Cooper Deposition Exhibit No. 6 which purports to be a copy of a letter to the State of Washington from Mr. Williams, signed by Mr. Paxson, dated July 17, 1958, and ask you whether you have ever seen a copy of that letter before? I apologize for the bad copy.

A I don't recall of having seen it, sir.

(Whereupon, a two-page copy of a letter to Mr. R. J. Bettendorf, Manager, Port of Astoria, Astoria, Oregon, dated November 13, 1956 from W. C. Williams, State Highway Engineer, was thereupon marked COOPER DEPOSITION EXHIBIT NO. 7 for identification.)

Q (By Mr. Rand) I show you, Mr. Cooper, what has been marked as Cooper No. 7, which is a letter of November 13, 1956 to a Mr. Bettendorf by Mr. W. C. Williams, and ask you whether you have ever seen that letter before?

A I have no recollection of ever having seen it.

Q Mr. Cooper, did there come a time to your recollection when the State of Oregon and the State of Washington entered into an agreement with respect to the construction of the Astoria Bridge?

A Yes, sir.

Q Do you recall that occurred sometime in the fall of 1961?

A I can't recall the time, sir.

Q Well, you became the State Highway Engineer in December of 1961. Was it shortly prior thereto?

A I can't remember.

(Whereupon, copies of a nine-page AGREEMENT between the State of Oregon and the State of Washington was thereupon marked COOPER

DEPOSITION EXHIBIT NO. 8 for identification.)

Q (By Mr. Rand) I show you what purports to be Cooper No. 8 which purports to be a copy, it's an unsigned copy of an Agreement entered into between the State of Oregon and State of Washington with a date of 9/13/61. I suggest to you that a similar Agreement was signed a month or so later, but does this appear to be to you generally -- I know it isn't the original document, the Agreement as you recall it that was entered into between the two states? My question, Mr. Cooper, is whether that appears to be a correct copy of the final Agreement? Let me say this, if there is even a word wrong with it, we will substitute in the deposition a true copy of the final Agreement. I want to ask you one question about it, that's all. I wanted to know if it appeared to you to be substantially identical with the final Agreement?

A The reason I am spending considerable detailed time here, this was a somewhat complex Agreement with respect to financing. I wanted to review those.

Q I don't want to interrupt you.

A I wanted to review those provisions. I am just getting into them now. It was a little different than the usual one.

MR. RHOTEN: I don't think it would be essential for our purpose here, would it?

THE WITNESS: If it isn't, why ----

MR. RAND: No. I am only going to ask one question.

A Okay.

Q Does that appear to be approximately the copy of the final Agreement?

A Yes, it does, sir. I hadn't checked the provisions of the payments of the states which was the thing that was troubling me.

Q I am not asking you about that.

A All right.

Q If this is in any way incorrect we will undertake to substitute a fully correct one. Does this refresh your recollection though? This was entered into sometime in 1961.

A I can only say that I know an Agreement was entered into, sir. I can't recall when it was.

Q You know the first contracts, you recall, were let in June of '62.

A Yes, sir. The summer of '62.

Q So it would be within a reasonable time before that.

A That's correct. I cannot pinpoint even within a matter of months the time.

Q I point out on Page 2, Paragraph 3, and that is the one really that I meant you to read there and ask if you recall that particular paragraph or something substantially identical to it in the final Agreement?

A Yes, sir.

Q Now, did you personally have anything to do with writing this Agreement?

A No, sir.

Q Did you read it before it was executed? You recall?

A I can't recall.

Q You don't recall that your approval was required before it was signed?

A This would depend upon when it was signed, sir, and I can't remember when it was signed.

Q I suggest you were not State Highway Engineer at the time it was signed. Does that make a difference?

A I still can't recall when it was signed. I know when I became State Highway Engineer, but I can't recall the date of the signing of the Agreement.

Q You never took any exception to this Paragraph 3 of this Agreement as you recall?

A I have no recollection of it.

Q You became State Highway Engineer in December of 1961. Would you mark this?

(Whereupon, copies of Cost Estimates Columbia River Bridge, dated April, 1962, were thereupon marked COOPER DEPOSITION EXHIBIT NO. 9 for identification.)

Q (By Mr. Rand) I show you what has been marked as Cooper

Exhibit No. 9, dated April, 1962, and ask you whether you ever saw that particular document before?

A I cannot recall having seen it, sir.

Q I see. Do you have any personal recollection of receiving any estimates of the cost of the Astoria Bridge after you became State Highway Engineer and before any bids were solicited for contracts?

A I can remember only that estimates were made. I cannot recall the amounts of them.

Q You do recall they were made and if you recall they were made does that mean that you saw them, even though you can't remember what they said?

A It's a reasonable assumption that I saw them, sir.

Q Now, did you at that time make any study of the estimates yourself?

A No, sir.

Q Did you ever discuss the estimates with the Highway Commission?

A (Shaking head). Not to my recollection.

Q Did you ever discuss the estimated cost of the Astoria Bridge with the Legislature?

A No, sir.

Q Did you ever discuss the estimated cost of the Astoria Bridge with the Washington authorities?

A I can't recall that I did, sir.

Q Did anyone ever come to you, Mr. Cooper, your staff, either advise you or suggest to you that there was something wrong with these, any of these cost estimates?

A No, sir. I am speaking only for myself.

Q Yes. That's all you're allowed to speak for.

A You mentioned staff. I wanted to ----

Q I said staff came to you.

A Oh. Excuse me.

Q The answer is no?

A (Nodding head). Correct.

Q And to this date have you ever sat down and compared the various cost estimates or studied the cost estimates made on the Astoria Bridge? Those made prior to the beginning of the work. Excuse me.

A I can't recall that I did.

Q How about since the work has been completed, have you ever studied any estimates?

A I don't recall having done this.

Q Do you know today what the bridge has cost or is likely to cost?

A No, sir, because there are many unresolved items of cost.

Q With that I can agree.

(Laughter.)

Q Mr. Cooper, was Mr. Paxson working under you at any time in this period of 1961 through 1964 or '-5?

A I believe that he was.

Q How about Mr. Phillip M. Stephenson?

A Yes.

Q And did you often discuss matters with him of various kinds?

A With Mr. Stephenson?

Q Yes.

A Yes, sir.

Q Mr. Stephenson stated on Page 54 of his deposition that during this period -- he was referring to 1958 through 1962 -- construction costs were going up about 5 or 6 per cent a year. Do you agree with that statement? Is that your opinion or is that your information?

A Just from memory I believe that is a little high. I might qualify that by saying it depends a lot on what you're talking about in construction. Construction is made up of many elements. As I recall the composite increase was not that amount.

Q There was a composite increase as far as you recall between 1958 and 1962?

A I believe there was. I wouldn't want to be positive, sir. There were rather odd fluctuations up and down during some of those years, which makes it difficult for me to recall comparisons of one year to another.

Q Those matters are pretty well tabulated, aren't they by various ----

A Yes, sir.

Q -- information agencies?

A Did you ever check any of the estimates of the Astoria Bridge with any of these professional tabulations or expert tabulations you yourself?

A No, sir.

Q Whose responsibility were the cost estimates that were used as the basis for authorizing the building of this bridge?

A Would you be specific as to what part of it you're referring to?

Q Yes. As I understand it we have shown here this afternoon, for example, the Agreement between the State of Oregon and Washington had a figure of estimated cost of the bridge. The reports to the Legislatures, which we identified here, also had such a figure in it. I believe that the State Legislature did authorize a bond issue of a certain amount?

A Yes, sir.

Q 24 million dollars. Now, who was responsible for furnishing those figures to the State Legislature, to, whoever wrote the report to the Legislature, to the Commission who I presume approved this bridge, too, didn't they, building of this bridge?

A Yes, sir.

Q Highway Commission. Who was responsible for furnishing them figures?

A Probably Mr. Paxson.

Q Now, how would he do that? Would he appear personally or would he do it in writing?

A Before the Legislature or before the Commission, sir?

Q Let's ask first the Commission.

A It could have been either way. I don't know. It could have been either in writing or at a Commission meeting. I cannot recall.

Q Now, what about the Legislature, do you have any knowledge of that?

A I believe that Mr. Paxson was primarily responsible for the preparation of estimates for the Legislature.

Q You notice, of course, in one of those exhibits that he wrote the State of Washington enclosing an estimate in 1958, did you not?

A Yes, sir.

Q Were you familiar with the design of the Astoria Bridge as it proceeded between 1958 and 1962?

A No, sir.

Q Were you familiar with the changes that were made?

A No, sir.

Q In the design?

A No, sir.

Q Do you know of any changes that were made in that period which decreased the possible cost of the bridge?

A No, sir.

Q Were you aware that all of the changes made in design increased the estimated cost of the bridge?

A No, sir.

Q In other words, you just don't have any personal knowledge?

A Right.

Q Now, there came a time, Mr. Cooper, when a certain program of foundation exploration was taken at Astoria. What part did you play in that work?

A None.

Q Were you responsible in any way for reviewing the results of the work or analyzing them or studying them?

A At what period of time?

Q I believe this took place -- it began -- I know it began in June of 1961 and ran on pretty much through February of 1962.

A I have no recollection of these.

Q Do you have any recollection of conferring with a Mr. W. C. Hill at that time about foundation conditions at the proposed site of the Astoria Bridge?

A I have no recollection.

Q How about Mr. Ivan Merchant?

A I don't recall of ever having had any comments with him.

(Whereupon, 34 copies of documents entitled "OREGON STATE HIGHWAY DEPARTMENT BRIDGE FOUNDATION EXPLORATION LOG BRIDGE DIVISION" were thereupon marked COOPER

DEPOSITION EXHIBIT NO. 10 for
identification.)

Q (By Mr. Rand) It takes us a little while to have these marked. I am not going to ask you to read all through these. My questions are going to be, have you ever seen them before? Then later I might ask you to read them all.

Mr. Cooper, I was about to say, whenever you want to read something, you're privileged to. You're the witness, even though I don't ask you to. It's up to you.

I show you what has been marked as Cooper Exhibit No. 10 which I understand to be records of the -- which I understand to be Bridge Foundation Exploration Logs for the river piers, not the shore piers, at the Astoria Bridge. I just ask you whether you ever saw those or examined those, and let me limit the first question, prior to the request for bids on the substructure work in May of 1962?

A I don't recall of having seen them, sir.

Q That's right up till today?

A Yes.

(Whereupon, a set of plans entitled
"OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION COLUMBIA RIVER
BRIDGE AT ASTORIA FOUNDATION
EXPLORATION CLATSOP CO. Br 7949
DWN. BY M. K. 12-22-61 DWG 7949 F"

was thereupon marked COOPER DEPOSITION NO. 11 for identification.)

Q (By Mr. Rand) Mr. Cooper, this is Cooper 11, which is a drawing 7949 F dated 12-22-61, that's 1961. It says "FOUNDATION EXPLORATION COLUMBIA RIVER BRIDGE AT ASTORIA." I don't know how much you have to spread this out. It's pretty much the same. Have you ever seen that plan before?

MR. RHOTEN: It would help if you would describe it in general terms to him.

Q (By Mr. Rand) It's a plan of information at the Astoria Bridge site.

A I don't recall of ever having seen it, sir.

Q Up till today?

A Until a few minutes ago.

Q Let's give it to the reporter. Let him worry about it.

Now, Mr. Cooper, there came -- oh, did you ever see -- were you ever furnished with any foundation reports prepared by Mr. Hill as Foundation Engineer of the Astoria Bridge?

A Not that I recall.

Q I think you stated you never discussed any with him.

A Yes, sir. I did not discuss it with him.

Q Did you ever have any discussions prior to May, 1962, when the bids were sought with anyone about foundation conditions at the Astoria Bridge?

A Not to my recollection.

Q Now, were you aware that on or about February 20, 1962, that a letter was written by Mr. Merchant to the Bureau of Public Roads with information concerning the proposed Astoria Bridge?

A What was that date again, please?

Q February 20, 1962.

A No, sir.

Q Did you ever discuss the proposed Astoria Bridge prior to the time when work began with anyone in the Bureau of Public Roads?

A Yes, sir.

Q Who was that with?

A Rex Witton.

Q I see. Did you discuss plans or any particular phase of the bridge?

A Not plans.

Q What was your discussion as you recall?

A Having to do with the possibility of Federal financing.

Q But you got into no technical aspects of the work at that time at all?

A That is correct. My discussion was strictly confined to matters of possible financing.

Q I see. Now, in other words, you are totally unfamiliar with any technical communications made by the Oregon State Highway Department to the Bureau of Public Roads in connection with the proposed Astoria Bridge?

A Yes, sir.

Q Now, at the time and after you became State Highway Engineer in December, 1961, you did know, did you not, that design work and drawing of plans was going on in connection with the Astoria Bridge?

A Yes, sir.

Q Did you issue any instructions of any kind as to the type or character of the work that was to be done?

A Not to my recollection.

Q Did you ever instruct your subordinates as to the standards which you intended them to adhere to?

A No. I don't recall that I did.

Q Did you understand at that time or did you assume that they were doing a competent engineering job in designing the bridge?

A Yes, sir.

Q Did you understand or assume that they were doing whatever hydraulic engineering was necessary at the bridge site?

MR. RHOTEN: Just a moment. This assumes that hydraulic engineering was necessary.

MR. RAND: Well, I'll ask that question.

MR. RHOTEN: All right.

Q (By Mr. Rand) Was hydraulic engineering necessary at the Astoria Bridge site?

A Yes, sir.

Q Did you assume that your subordinates who were charged with the duties of preparing plans and specifications were doing whatever was the normal reasonable purdent engineering job to do in connection with that work?

A Yes, sir.

Q But you never checked yourself to find out just what they did?

A No, sir.

Q Did there come a time when plans were completed for the Astoria Bridge work?

A Yes, sir.

Q And have you at one time or another looked at these plans?

A I believe that I have in a somewhat casual way.

Q Were you required to approve these plans before they were issued, you yourself?

A Yes, sir.

Q Personally?

A Either I would approve them or my Deputies, sir. I can't recall who did.

Q I see. But neither of you signed the actual plans? Did one of you have to sign?

A One or the other of us would have signed them, I am sure. I can't recall who did.

Q Would a copy of the signed plans be retained permanently in your files and records here?

A Yes, sir.

Q So that who would have those? We have never been able or never seen a signed copy of the plans in which either one of you or your deputies participated.

A They would be available in the Bridge Department at this office.

Q We don't have to see the plans, Mr. Cooper, but if at recess you could take the time to make a call and merely find out who signed Plans 17604, we would appreciate just that one.

A I'll do it in just a moment.

Q Would you please? We will take a recess while we sit here.

A Fine.

MR. RHOTEN: How long do you think ----

MR. RAND: It will take a minute, I guess.

MR. RHOTEN: Why don't you go ahead and come back to it?

MR. RAND: Would you mark this, Mr. Reporter?

(Whereupon, a set of plans entitled "OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION COLUMBIA RIVER BRIDGE ASTORIA, OREGON PT. ELLICE, WASH. PIER CONTRACT FOUNDATION DATA DATE FEB. 23, 1962, BRIDGE NO. 7949 SHEET 4 OF 58 DRAWING NO. 17604" was thereupon marked PLAINTIFF'S EXHIBIT COOPER 12 for identification.)

Q (By Mr. Rand) I show you, Mr. Cooper, Cooper No. 12, which has been identified previously as a true copy of Foundation Data, Plans 17604, which was a part of the contract; as you if you recognize that plan?

A It appears to be one of our plans, sir.

Q I see. You don't recall when you first saw that?

A No, sir.

Q You don't recall just who approved it, you or your staff?

A No. It bears our Bridge Engineer's signature, but I have no personal knowledge of it.

Q What I have asked you to find out later when you can is whether you or one of your assistants ever approved this specific plan. I will leave that there for you.

A If you want to clear this matter up ----

MR. RHOTEN: I would like to ask this question.

THE WITNESS: I can make a call.

MR. RHOTEN: Is it your understanding that you signed all of these plans?

THE WITNESS: Yes, sir.

MR. RHOTEN: Distinct from your Bridge Engineers signing them?

THE WITNESS: All contract plans are signed either by me or by my Deputy.

MR. RHOTEN: I wonder why it is, I think the plans that I have seen around here, didn't bear your signature or the signature of the State Engineer. That's what bothers me.

MR. BAYLES: It could be preliminary ----

MR. RAND: We could clear it up easily enough.

THE WITNESS: I could clear it up by making a phone call.

MR. RHOTEN: Who will you ask?

THE WITNESS: I'll have my secretary call up there and find out who signed them.

MR. RHOTEN: Bring her here and we will have her make the call. Go ahead.

THE WITNESS: I can make the call direct.

MR. TOOZE: You show that you're a real executive. You're handling that right.

(Discussion off the record.)

Q (By Mr. Rand) Do you remember, Mr. Cooper, that also in addition to the plans and particularly with respect to the DeLong Corporation contract that there were prepared certain other documents which were bidding or contract documents, one of which was called the Standard Provisions and another called Special Provisions? Do you recall that?

A This is a standard procedure in all contracts, sir, so I am sure there was in this particular case.

Would you call someone in -- I guess Bridge has the bridge jobs and find out who signed the plans. You can do it right here, who signed the plans for the Astoria Bridge. Call Gardiner.

MR. RHOTEN: And the number, the plans number specifically asked about is 17604. [illegible] him to bring the plans. No use in

MR. RAND: That's not necessary. The man who signed, one who signed all of them. He might only signed the top sheet.

THE WITNESS: Let's clear up a point. We're talking about the Contract plans, are we not?

MR. RAND: Exactly.

THE WITNESS: Would you call Slim and find out whether I signed them or Porter?

MR. RAND: While she is doing this we can continue.

THE WITNESS: Surely.

Q (By Mr. Rand) I won't mark this. This is Tokerud Deposition Exhibit No. 7 entitled "Standard Specifications For Highway Construction." Is this one of the items that accompanies or accompanied the contracts at that time?

A Yes, sir.

Q Now, do you also recall that there were special provisions issued with respect to the DeLong construction contract?

A I don't actually remember this, but it's almost a matter of form that there would be, sir.

Q I show you what is a part of Tokerud Deposition Exhibit No. 2, which was identified there, and ask you whether this document entitled "Contract and Bond for Highway Construction" is what is generally known as the Special Provisions and whether these were the Special Provisions issued to the DeLong Corporation?

THE SECRETARY: (Florence) He's going to look it up.

THE WITNESS: Tell him to bring the plans. No use in coming ----

Q (By Mr. Rand) Does that appear to be generally?

A Yes, sir.

Q Now, what did you have to do with these, Mr. Cooper, with these Special Provisions?

A I did not prepare them. As a matter of course I signed the contract.

Q Did you review the Special Provisions before they were made a part of the bidding documents?

A No, sir.

Q Not personally?

A No, sir.

Q In other words, you had signed, you or one of your assistants had to sign the plans, but not the Special Provisions?

A The Special Provisions are not signed, sir, only the plans.

Q The only other function you had was signing the actual contract.

A Yes, sir.

Q Do you recall whether your opinion or permission was asked with respect to any provisions included in the Special Provisions?

A Not to my recollection.

Q Do you have any recollection of discussing with anyone in the Highway Department the question of any provisions with respect to foundation data in the Special Provisions or any other part of of the contract?

A No, sir.

Q There came a time, Mr. Cooper, when the contract was awarded to the DeLong Corporation, is that right?

A Yes, sir.

Q That contract generally consisted of the standard provisions, the special provisions, the plans and some letters which have been made a part by reference; do you recall that?

A Yes, sir.

Q Mr. Cooper, that was the contract which you signed, was it not?

A Yes, sir.

Q That's the one which you anticipated would control between the parties?

A Yes, sir.

Q And you recall that the surety who was involved in that transaction was The Travelers Indemnity Company?

A Yes, sir.

Q Now, at the time that you signed that contract with the DeLong Corporation or any reasonable period before that, a few weeks after they put in their bids, at any rate, did you examine any other material besides the contract itself?

A Not that I recall.

Q Did you examine any foundation data at that time; you recall?

A Not that I recall.

Q Did you examine any reports made by any of your engineers or analysts on the Columbia River conditions?

A I don't recall having done so.

Q Now, at one time prior to your signing this contract there was employed a firm called Dames & Moore as consultants. Were you involved in that in any way?

A Not that I recall.

Q I see. These consultants were employed to determine the type of piling really to be put in at Pier 169. Do you recall whether you ever met with the Dames & Moore people in that connection?

A I am quite sure I did not.

Q Do you recall whether you ever discussed this matter with the Commission?

A I am sure I did not.

Q Did you ever read their report?

A No, sir.

Q As of this date?

A As of this date, correct.

Q The Highway Department, Bridge Department, did they customarily hire outside consultants as far as you know?

A For special items only.

Q Not for general bridge design.

A Correct.

(Whereupon, Mr. Gardiner entered the room.)

MR. RHOTEN: The question is whether or not the contract plans were signed by Mr. Cooper and do you have the original plans here, Mr. ----

THE WITNESS: Mr. Gardiner.

MR. RHOTEN: -- Mr. Gardiner? If so, we will show them.

THE WITNESS: I signed them.

MR. RAND: You signed them. Thank you.

MR. RHOTEN: Take them back.

THE WITNESS: Take them back.

MR. RHOTEN: Okay.

(Whereupon, Mr. Gardiner left the room.)

Q (By Mr. Rand) Mr. Cooper, does your signing these plans indicate any special degree of review of them by you?

A No, sir.

Q It doesn't. You don't recall at the time that you did look through them that you compared them with any preliminary plans or preliminary work of any kind?

A I don't think so.

Q Do you recall whether anyone reviewed them with you at the time you reviewed them?

A I did not review them, sir.

Q At the time you -- oh. You just signed them.

A Yes, sir.

Q In other words, then, you signed them on someone else's recommendation.

A Yes, sir.

Q I see. That was, I assume, the Bridge Engineers? Mr. Merchant's recommendations?

A Probably Mr. Merchant or Mr. Stephenson, I would guess.

Q Now, after this contract was awarded to the DeLong Corporation, Mr. Cooper, which I suggest to you on June 29, 1962, did you have anything to do with the contract itself during the next year or so?

A No, sir.

Q Do you recall, and I am just taking you through 1963, now, I recognize you did have a meeting in February, 1964; did you have meetings with the DeLong Corporation between June 29, 1962, and December 30, 1963?

A I don't recall any, sir.

Q You recall whether you went down to look at the bridge work at any time during that period?

A I believe that I was down there just a very few times, just occasionally.

Q Was it ever reported to you in this time, particularly in the spring and summer of 1963, that there were any disputes between the contractor and the Highway Department authorities?

A I don't recall any.

Q Did anybody discuss with you problems which were encountered in pile driving at the site?

A I don't recall any such discussions, sir.

Q Were you aware of any meetings between DeLong Corporation personnel and personnel of your, of the State Highway Department?

A Well, only that there was laison between our department and the DeLong Corporation by our field engineers and engineers from our Bridge Department. I had no specific knowledge as to dates or times.

(Whereupon, a letter from KING AND GAVARIS CONSULTING ENGINEERS to Trammell, Rand & Nathan, dated September 24, 1963, with an attached report, was thereupon marked PLAINTIFF'S EXHIBIT COOPER 13 for identification.)

Q (By Mr. Rand) Mr. Cooper, I show you what has been marked as Cooper Exhibit 13, which appears to be a copy of a letter addressed to me, Rand, by a firm called King and Gavaris, Consulting Engineers in New York, and it's dated September 24, 1963, and it has attached to it an engineering report. I merely ask -- let's refer to the letter first, whether you recall seeing this letter at any time up to the present.

A Referring to this letter, I do not recall of ever having seen it until it was displayed here.

Q There is a report attached to it beginning the second page.

Do you recall ever receiving that, and I might ask you, it's short because I am going to ask you questions concerning the whole thing, to read the entire report.

A I am not sure I have seen it if this helps. I'll read it if you wish.

Q Yes. Please read it because I am going to ask you paragraph by paragraph.

A Yes, sir.

MR. RAND: Mr. Reporter, I'll note for the record we are going to adjourn for a ten-minute recess and maybe during that time Mr. Cooper can read that material.

(Recess taken.)

(Whereupon, a seven-page rough draft of a report by Mr. Hill was marked PLAINTIFF'S EXHIBIT COOPER 14 for identification, a typewritten Summary of Variations between Exploration Logs, Drawing 7949 F and Drawing 17604 to: Ivan D. Merchant from W. C. Hill, Foundation Engineer, was marked PLAINTIFF'S EXHIBIT COOPER 15, copies of a final version of the Summary of Variations by Mr. Hill were thereupon marked PLAINTIFF'S EXHIBIT COOPER 16 for identification.)

Q (By Mr. Rand) Mr. Cooper, I asked you to read Cooper Exhibit No. 13, which was this report of September 24, 1963. I believe you told me that this is the first time that you had seen this report, is that correct?

A Yes, sir.

MR. RHOTEN: That's the Tschebotarioff report?

MR. RAND: That's one name for it.

Q (By Mr. Rand) Mr. Cooper, were you ever informed that this report was transmitted to your department in September of 1963?

A No, sir.

Q Were you ever told by anyone in the Legal Department it had been given to them?

A No, sir.

Q Were you ever told by Mr. Merchant as he has testified the Legal Department gave it to him?

A I have no knowledge of it at all, sir.

Q Did any of the information at all which you read in this report -- was any of the information in any form given to you or made available for your review at or about or before the time when you certified to the Highway Commission that this contract should be terminated?

A No, sir.

MR. RHOTEN: Your question here is again in the conjunctive. Given to you or made available to you, in a sense everything in the Department would be available to him.

MR. RAND: By available -- I'll correct that. I mean given to him.

MR. RHOTEN: All right. Fine.

MR. RAND: The document you're talking about.

MR. RHOTEN: Okay.

Q (By Mr. Rand) In other words, Mr. Cooper, you yourself have never been involved in a discussion or were never involved in a discussion on or prior to April 2, 1964, that's the date of termination, as to whether or not the Highway Department had given the DeLong Corporation the best foundation soil data available to it, to the Highway Department?

A If I understand your question, this matter was never discussed with me.

Q That's what I mean.

A Yes.

Q Never discussed with you. Now, in reading this Exhibit No. 13, which Mr. Rhoten has characterized as the Tschebotarioff report, did you come across any information there which has ever been made available to you orally or in writing that you know of?

A Did not.

Q Did not. Thank you. Now, you noted, of course, this was dated September 24, 1963, Mr. Cooper.

A Yes, sir.

Q Now, Mr. Cooper, I next show you Plaintiff's Exhibit Cooper 14, which have been identified as Hill Deposition Exhibit No. 21, and which Mr. Hill identified as a rough draft of a report which he made for discussion purposes in October, 1963, with Mr. Merchant, and I ask you whether you have ever seen those notes before?

A Not to my recollection, sir.

Q Just by looking at the first paragraph or two, which I think you have already looked at, does it appear that any of that information was transmitted to you at any time by either Mr. Hill, Mr. Merchant, or anyone else?

(Whereupon, the reporter read the pending question.)

A No.

Q Now, I next show you Cooper Exhibit No. 15 previously identified as Hill Deposition Exhibit No. 21-A, which is a typewritten Summary of Variations Between Explorations Logs, Drawing 7949 F and Drawing 17604, which is an original signed by Mr. Hill and ask you whether you have ever seen this before?

MR. RHOTEN: That's the one that's marked at the top "ROUGH DRAFT"?

MR. RAND: That's right.

THE WITNESS: No, sir.

Q (By Mr. Rand) Then presumably you would know of no reason why the handwritten draft if it is different be different than the typewritten draft?

A I have no knowledge of either one.

Q You have knowledge of either one of these being transmitted to anyone else in your department?

A I have no knowledge of them, no.

Q Lastly, I show you Cooper 16, which is a final version of the Summary of Variations by Hill and ask whether or not you have ever seen that before?

A No, sir.

Q Now, Mr. Cooper, one other question: On the basis of your experience as a State Highway Engineer, if these three varied substantially, would you know of any reason why they would vary substantially?

MR. HAMPTON: Just a minute.

MR. RAND: I'll strike that question. I am trying to avoid asking Mr. Cooper to read all of this and compare it. I'll see if I can find the right question to do so.

Q (By Mr. Rand) Did you ever give any instructions yourself with respect to this work, Mr. Cooper, the Summary of Variations?

A No, sir.

Q Did you ever ask the Bridge Division to ascertain whether there had been any difference between the contract plan and any soil exploration data available of the State before the contract was entered into?

A No, sir.

Q None of this was ever tendered to you in any form orally or in writing?

A Not that I recall.

Q I asked you whether any of that had ever played any part in your letter of March 31, 1964 to the Commission with respect to the termination of the contract and you answered no. Would your answer be the same if I asked you whether any reports by Dames & Moore with respect to the foundations conditions played any part in your letter of March 31, 1964?

MR. RHOTEN: I suggest that this question -- if he didn't know about it -- you mean did they play any part? You mean did they play any part in determination by his subordinates? That would be, I think, an unfair question to the witness. If he didn't know about it how could they play any part in his ----

MR. RAND: Mr. Cooper's personal knowledge.

THE WITNESS: I have no personal knowledge of these documents.

Q (By Mr. Rand) How about the Dames & Moore report?

A I have no knowledge of it.

Q I believe you stated you had no knowledge of the Tudor report, either, but I didn't realize at that time I had a copy here and just to make sure that you just haven't forgotten, I show you a copy of Hill Deposition Exhibit No. 19, which is what I meant when I was referring to the Tudor report. Is your answer still the same, that you never read that report?

A I don't recall ever having read it, sir.

Q All right. Now, did there come a time when there was reported to you that there was a scour condition, Mr. Cooper, at Pier 169, one of the south channel bridge piers at the Astoria Bridge?

A Yes.

Q How did that come to your attention, Mr. Cooper?

A I can't recall.

Q Did you play any part in this or take any action with respect to this matter?

A No, sir.

Q Did you make any decisions with respect to it?

A No, sir.

Q Were you asked to approve placing this work on a force account basis, the scour prevention work, you personally?

A I don't recall that I was.

Q I see. But you did receive some information reports as to what was going on?

A In a very general way, yes.

Q Were you told, Mr. Cooper, that this was a relatively minor problem at that pier?

A I don't believe the magnitude of the problem was brought to my attention.

(Whereupon, a copy of a letter addressed to Oregon State Highway Commission, dated November 13, 1963, from

Forrest Cooper, State Highway Engineer, was thereupon marked PLAINTIFF'S EXHIBIT COOPER 17 for identification.)

Q (By Mr. Rand) Mr. Cooper, I show you what has been marked as Cooper Deposition Exhibit No. 17, which purports to be a copy of a letter sent by you to the Oregon State Highway Commission under date of November 13, 1963, with copies to Porter, Stephenson, and Wolfe and Lindas and ask you whether you recall this letter?

MR. RHOTEN: The question is do you recall the letter?

MR. RAND: Excuse me.

THE WITNESS: In a general way, yes.

Q (By Mr. Rand) Mr. Cooper, did you write that letter yourself, or was that prepared by your staff for you?

A I am sure it was prepared by the staff.

Q Do you recall whether any substantiating information was given to you orally, in writing at the time that you were asked to sign the letter?

A I don't recall.

Q The letter shows no attachments, Mr. Cooper, except that list of the bidders and from that would you assume that there were not attachments transmitted to the Commission with the letter?

A Ordinarily attachments are noted.

Q That is your practice in your office?

A Yes, sir.

Q I see. If there had been any substantiating written information, that would probably still be in the files?

A If there was there would probably be in the files in this office; yes, sir.

Q Now, Mr. Cooper, this scour condition I suggest to you began on September 16 of 1963, and did it come to your attention that thereafter and in November or early December of 1963 that members of your staff had instructed the DeLong Corporation to proceed at that pier?

A I have no recollection of this.

Q You were not consulted with respect to the question of whether or not they should proceed at that pier at any certain time?

A I don't recall.

Q You don't recall any conferences on the matter?

A I don't remember of any.

Q Did you have anything to do at all with the pouring of the seals at that pier?

A No, sir.

Q Either supervisory or advisory or in any other way?

A No, sir.

Q Now, was it reported to you after the piers were dewatered that some of your staff thought the seals were defective?

A Yes.

Q Did you speak to them about this at that time other than just to get the information?

A All I recall is that this was reported to me orally.

Q Do you know a Mr. Tokerud, Mr. Cooper?

A Yes, sir.

Q An employee of the Bureau of Public Roads?

A Yes, sir.

Q Did he ever discuss the seals at any time with you casually or in detail or any other way, or mention them to you?

A I don't recall that he ever did.

Q Did anyone ever state to you that it was Mr. Tokerud's opinion that the defective seals had been caused by the scour?

A I don't remember any such information.

Q Has it ever been reported to you, Mr. Cooper, since the time of the pouring of the seals as to whether scour has continued at either this Pier 169 or any other pier at the Astoria Bridge through the years right up to the present?

A Could I have that question read? I didn't understand the first part of it.

Q I'll rephrase it, Mr. Cooper. It's a little easier. Has it ever been reported to you there have been scour problems continuing at the Astoria Bridge since the termination of the DeLong contract?

A No, sir.

Q I believe you testified you didn't know about the Umpqua contract. Did you know about any scour conditions which occurred during the course of the Raymond contract for completion of the substructure?

A No, sir.

Q No one reported such to you?

A No, sir.

Q Do you know anything about soundings that were taken in 1967 at the various piers at the Astoria Bridge?

A No, sir.

Q Did you examine any of these yourself?

A No, sir.

Q There came a time, Mr. Cooper, when the DeLong Corporation made certain applications for progress payments which it is our information were rejected or were not paid in a total amount, and this is subject to correction, of $358,783.99. What, if anything, did you have to do with the failure to pay these progress payments?

A I don't remember the specific one, but I do recall when this matter of the controversy, I guess we will refer to it as, having to do with this bridge matter, I do recall that at that time we discussed it. I think I discussed it specifically with Mr. Merchant and probably our auditor, Mr. Mason, and we made the decision to suspend payments.

I don't know whether that refers to this specific one you have or not.

Q There are three payments that I refer to. They were due in the first three months of 1964 and you apparently are referring to one of those three payments or maybe all three of them. I don't know.

A I don't remember the number, but ----

Q If you had made a decision not to pay the first of the three, presumably the other two wouldn't have been paid, either. Does that stand to reason?

A This is true, but I can't recall at which stage of the game the decision was made to suspend payments.

Q What, to the extent that you can remember, what was said to you and what did you say to the other people about suspending the payments?

A As I recall it was reported that the work progress had slowed down substantially and for this reason -- also, I believe it was reported that there had been some suggestions, I believe, by DeLong to our people that he was -- did not intend to proceed with the work. At least he was making these indications and I believe that this was during this period, sir.

Q This was reported to you?

A Yes.

Q Orally?

A Yes.

Q Now, were you informed that any slow progress in the work, were you told it was the responsibility of the DeLong Corporation?

A I don't think I was told specifically that. I think what I was told was that the DeLong Corporation had slowed down in its operation.

Q Were you told why it had slowed down or just that it was slowed down?

A The former. Just that it had been slowed down.

Q Were you given any reasons besides the two that you have mentioned, that you can recall, why it was recommended to you that the progress payments be withheld? You mentioned two, as I understand it, the progress had been slowed donn and that the DeLong people were giving indications they were not going to proceed. Can you remember any more?

A No, sir.

Q Mr. Cooper, you said you were with Mr. Mason and Mr. Merchant and this recommendation was made to you. Would it have been Mr. Merchant who made the recommendation?

A Probably.

Q It wouldn't have been Mr. Mason, was it?

A No, he was there, the auditor.

Q So your best recollection is that the progress payments were suspended as a decision made by you upon recommendation of Mr. Merchant?

A That's my best recollection, sir.

Q Your best recollection is that Mr. Merchant did not give you any information as to who was responsible for any slowing down or delay or any details with respect to that matter?

A I don't think that matter ever came up. It was reported to me that the DeLong Corporation had slowed down very materially I believe that was the extent of it, sir.

Q You don't recall at that meeting that Mr. Merchant discussed any foundation data variations?

A I don't recall that he did.

Q Didn't discuss any scour problems?

A Not to my knowledge.

Q Mr. Cooper, did you ever discuss the design of the Astoria Bridge with Mr. Wallace?

A Mr. Wallace?

Q Mr. Wallace is the Bridge Design Engineer.

A You mean our Mr. Wallace?

Q Yes.

A I was thinking -- excuse me -- he was in the DeLong Corporation. No, sir.

Q I don't think we -- no; your Mr. Wallace.

A Yes. No, I have not.

Q You have not. Did anyone ever report to you -- well, have you ever noticed anything on the plans or specifications given to the DeLong Corporation with respect to scour or the possibility of scour?

A No, sir.

Q Have you noticed any provisions in there with respect to scour control?

A I am not aware of them.

Q Now, did anyone ever tell you that any of the design engineers had anticipated scour at any of the piers?

A No. I don't think so.

Q Did you of your own -- did you anticipate substantial scour at any of the piers or did you give the matter any consideration?

A I did not consider this. I was not familiar with the details enough to have made any such determination.

Q Now, I am anxious to find out when something becomes important enough to come to your attention, and I phrase my question this way, if it had been ascertained that there might be did you know the depth of the seal at Pier 169, the design?

A I don't recall it.

Q I suggest it was 15 feet originally. Do you recall that?

A I don't recall, sir.

Q I ask you to accept that. If it wasn't the record will stand corrected. In a pier with a seal of 15 feet if it was anticipated by the design engineer that there would be 30 feet of scour, would you be advised before you signed the plans?

MR. HAMPTON: I think we ----

Q (By Mr. Rand) Would you expect to be advised before you signed the plans?

MR. HAMPTON: We would object to the form of that question. It calls for speculation. If you're going to make an assumption about the bottom of the seal, we would also ask you, assume the other factors of construction or show it to the witness, but we would object to the form of the question as calling for speculation; instruct the witness not to answer as phrased.

MR. RAND: Mr. Hampton, you know, one of these days someone is going to read some of these records and when they realize that you're trying as I accuse you now and I ask you to take this to the Judge, of engaging in an attempt to prevent us from getting a fair determination of this controversy and getting the information out in the open, I think that somebody will probably take serious issue with you. I have asked this witness only what the policy, and he's the chief policy maker and he is the man in charge of this agency, I asked him as a matter of practice in his daily work if an occasion arose where there was a 15-foot seal planned at an important pier and someone had designed this pier and thought there would be 30 feet of scour, whether he would expect that to be reported to him before he signed the plans. That is not speculation or anything of the sort. It's a perfectly legitimate question. I assure you that Mr. Cooper, if he doesn't answer it now, will be called to the stand to answer this at the trial and you might just as well let him answer it now and in my opinion at least the Judge will be perfectly willing to permit him to answer. Certainly there is no more qualified man in the State of Oregon than Mr. Cooper, by reputation, at least, I don't know enough about engineering, he is able to answer this question. Do you still instruct him not to answer it?

MR. HAMPTON: I presume that this particular ----

MR. RAND: I am just asking -- you still instruct him not to answer?

MR. HAMPTON: This is a matter of record. I can preserve my record as much as you can, Mr. Rand.

MR. RAND: Not to instruct a witness -- you have made your instruction. Let's drop it. I don't think I have to listen to any more specifics.

Q (By Mr. Rand) Mr. Cooper ----

MR. HAMPTON: Excuse me, Mr. Rand, for the record ----

MR. RAND: I object to your making further statements in the record. This is my deposition, if you don't mind.

MR. HAMPTON: We insist upon putting it in the record and it's my duty to determine whether in my belief the form of the question is correct. The form of the question is not preserved to trial time and even with the rephrasing of the question the second time around it's my opinion that that in the form given calls for speculation and should not be answered.

Q (By Mr. Rand) Mr. Cooper, are you familiar with the AASHO specifications generally?

A In a general way, yes.

Q And did you realize or did you know that the design of the Astoria Bridge was to be based by agreement with the State of Washington on the AASHO specifications?

A Yes, sir.

Q And you testified earlier today that you thought that whatever was normal, reasonable and proper in the way of hydraulic engineering was being carried out by your staff in connection with the design of the bridge?

A Yes, sir.

Q Did you anticipate, for example, that there would be hydrologic analysis in connection with the design of the bridge?

A Not necessarily.

Q Did you anticipate that there would be hydraulic analysis?

A What was the word, hydraulic?

Q Yes, hydraulic.

A No.

Q Did you anticipate they would estimate scour at abutments and piers of the proposed structure?

A No.

Q You did not?

A No.

Q You didn't think that was necessary?

A I didn't think that this would be a necessary thing to come to my attention.

Q No. I didn't mean that. Excuse me. Did you think your bridge people would, your design people, would do this themselves?

A I assumed that they would make investigations of the bed of the river, whatever suitable ones were necessary.

Q In accordance with the general standards as laid down by the AASHO specifications?

A The design would be based on the AASHO specifications, not the investigations, sir.

Q Well, if the design specifications recommended by AASHO recommended certain kinds of investigations, did you assume that your bridge people were carrying them out?

A My memory may be playing me tricks, but I don't believe that the AASHO specifications for bridge design and construction go into this particular area. I could be wrong.

Q You would expect them to carry out whatever the AASHO specifications recommended?

A I would expect them to use whatever parts of the AASHO recommendations would be applicable to the specific bridge problem involved.

Q Now, Mr. Cooper, did there come a time when a Review Board was formed within your department concerning design of the bridges?

A Concerning the design of bridges?

Q Yes.

A Review Board, not that I know of.

Q We have information, Mr. Cooper, maybe we are wrong, that there was a Review Board formed by you as part of your staff to recommend or to consider whether outside design engineers should be employed. Do you have any recollection of that at all?

A Yes.

Q What was your part in that?

A This had to do with the choosing of outside engineers rather than whether to employ them or not.

Q Who decided who to employ them or not then?

A That was generally decided by Mr. Porter or by me.

Q I see. So that the decision to employ outside engineers for a bridge such as the Fremont Bridge was not done by the Review Board?

A No, sir.

Q Was it done say on the Fremont Bridge by you and Mr. Porter or both?

A As I recall in this specific case this was my decision.

Q I see. Did you have to obtain the approval of the Highway Commission to do this?

A Yes.

Q I see. Was this a departure from your previous policy in the department?

A No. I don't think so.

Q Had you hired persons or firms before to design bridges for you?

A Not to design bridges. We had hired consulting engineers for other purposes.

Q Wasn't this a change to in effect by hiring, in effect to hire people to design the whole bridge?

A This, the Fremont Bridge, if this answers your question ----

Q That's just -- any example will do.

A I believe was the first time that we hired a consultant to design a structure of that type; a bridge, in other words.

Q I see. That was with your approval and I assume the Highway Commission approval?

A Yes, sir.

Q Now, you referred to a meeting in February, 1964. Do you remember whether or not you received, or you saw a copy of a letter addressed to the Highway Commission in effect that shall I say sparked that meeting?

MR. HAMPTON: Identify -- a letter from whom?

MR. RAND: Mr. Hampton, I know you don't think I am a very competent attorney, but please let me proceed in my own bumbling way. The results I think usually count in the end, anyway.

MR. HAMPTON: You're perfectly free to proceed any way you want to.

MR. RAND: Mark this, please.

MR. HAMPTON: It was meant to be constructive.

(Whereupon, a six-page copy of a letter on Wyatt, MacDonald & Dean letterhead, to The Honorable Glenn L. Jackson, Chairman, The Honorable Kenneth N. Fridley, and The Honorable David D. Simpson, The Oregon State Highway Commission State Highway Department, Salem, Oregon Re: Columbia River Bridge, Astoria, Oregon Contract No. 6124 dated 2/1/64, was thereupon marked PLAINTIFF'S EXHIBIT COOPER 18 for identification.)

Q (By Mr. Rand) Mr. Cooper, I show you what has been marked as Cooper Exhibit No. 18 and ask you whether you ever saw that before. It's not addressed to you. It's a letter addressed on the stationery of Wyatt, MacDonald & Dean, Attorneys, to the Highway Commissioners. I believe it's signed by a whole group of people and dated February 1, 1964.

A I can't say I have never seen it. I don't recall specifically seeing it, sir.

Q This immediately preceded, it's our information, a meeting which you referred to which took place on or about February 10, 1964. I didn't know whether you had seen that or not.

A I don't recall.

Q Do you remember at the meeting whether or not a letter was discussed at that meeting?

A I don't remember a letter being discussed.

Q You do remember that among others Mr. Jackson and Colonel DeLong were present at that meeting?

A Yes,sir.

Q And do you remember any of the proposals, whether any proposals were made at that meeting for the completion of the work at the Astoria Bridge substructure site?

A Yes. I believe that Colonel DeLong asked that consideration be given to continuing or taking out the pour seal and repouring it as a force account item.

Q You also remember whether or not Colonel DeLong asked that the work be permitted to proceed on a no-prejudice basis with the decision as to who was responsible to be reserved until later?

A I don't remember that part of it, sir.

Q You remember whether he, whether Mr. Jackson or you advised Colonel DeLong that he would be responsible for whatever action he took in removing these seals?

A Would you give me the question again, sir.

(Whereupon, the reporter read the pending question.)

THE WITNESS: I don't believe I had any discussion with Mr. DeLong on this matter. I don't recall of having any.

Q (By Mr. Rand) I see. Do you mean, Mr. Cooper, that you were an observer rather than an active, shall I say, speaker at this meeting?

A I don't recall having had, having said much of anything at the meeting. As I recall it was a presentation by the DeLong Corporation largely. This is just my recollection of it.

Q But at any rate, nothing was decided at that meeting that you know of, was there?

A Not to my knowledge.

Q If I understand your testimony this meeting was just a discussion of problems that had arisen.

A Yes, sir.

Q Now, Mr. Cooper, in connection with the Astoria Bridge, are you aware of the fact that it is a Federal Aid Primary Project, or some sort of federal project or token project at least?

A I certainly am.

Q Well, in that connection you have been working jointly to some extent, have you not, with the Bureau of Public Roads on the bridge or at least keeping the Bureau of Public Roads informed?

A Personally?

Q The Department in this case.

A Yes.

Q The Highway Department.

A Yes.

Q Now, Mr. Cooper, did you ever instruct anyone in your department to withhold any information of any kind from the Bureau of Public Roads in connection with this bridge?

A No, sir.

Q I have to ask one more question, as unpleasant as it may be: Mr. Cooper, did anyone ever report to you that they had withheld any information from the Bureau of Public Roads, anybody in your department?

A No, sir.

Q Mr. Cooper, it's now twenty minutes of 4:00 and I would like to release you which means I am not going to take your deposition again. If you could take five or ten minutes now and try to ascertain the answer to that question we asked you earlier as to whether you have in your files any material which was given to you as backup material with the letter of March 31, 1964, we could then release you.

MR. TOOZE: I would like to ask some questions.

MR. RAND: I am sorry. Excuse me. Mr. Cooper, well, at any rate, I will be through with that proviso. Maybe we can adjourn after the General is finished. If you could take ten minutes to see whether you have any such items.

THE WITNESS: The General, do you wish to ----

MR. TOOZE: I will be very short.

THE WITNESS: You wish to ask me?

MR. RAND: General Tooze is counsel for Travelers.

THE WITNESS: Yes.

MR. RAND< You're familiar with that fact, are you not?

THE WITNESS: I am familiar with his position.

DIRECT EXAMINATION

BY MR. TOOZE:

Q Mr. Cooper, in this letter of November 13, 1963, addressed to the Oregon State Highway Commission -- I'll let you look at it again.

A Thank you, sir.

Q So you can get it fixed in your mind.

You're familiar with the contents of that letter?

A Yes, sir.

Q May I have it, please?

A Yes, sir.

Q It appears that in this letter, it is stated in the third paragraph from the end of it that "As of the present time, Mr. DeLong has indicated that he will proceed with the construction of Pier 169. He has driven the piling on the downstream segment of the pier and states that he will proceed from there. Although he has not said so definitely, he has not indicated that he would pour the seal in the upstream segment of this pier. Our attorneys have been kept abreast of all of the developments in this matter and have had conferences with Mr. DeLong and his attorney. It would appear at the moment that we should maintain our position that Mr. DeLong has a contract to build a bridge piers and insist that he do so. He has threatened to walk away from the contract which would bring into being another set of circumstances, which we will meet when they arise. The purpose of this letter is to alert you as to possible problems in connection with this bridge so that you may be informed. I will give you any additional details that you wish."

Now, the question is at the time that you wrote this letter or signed this letter were you of the opinion that there might develop a controversy that might also include litigation with the DeLong Corporation or the termination of the contract? Any one of those things?

A Yes.

Q Did you at that time, did you fear that a termination of the contract might become necessary?

A Not at that time. I believe at that specific time the item of future litigation was in my mind.

Q In other words, that you were aware of the fact that there was potential trouble in the wind; is that it?

A Yes, sir.

Q Now, when you became aware of that situation did you apprise the Travelers Indemnity Company or any representative of that company of your fear?

A I don't remember, sir.

Q Do you know one way or the other?

A I said I do not remember. We would have to go to the records.

Q Will you check your records for that?

A Yes.

Q If you notified The Travelers Indemnity Company. When you had this meeting in Portland Mr. Jackson, Colonel DeLong and others being present, did you notify The Travelers Indemnity Company that such a meeting was to be held?

A I am sure that I did not, sir.

Q Did you after the meeting was held, did you inform The Travelers Indemnity Company of the discussion that took place at that meeting?

A I did not.

Q Now, before you wrote this letter to the Highway Commission which has been identified as, I think it's -- excuse me -- which has been identified as Cooper Exhibit 2, you're familiar with that letter, are you? So you will see it ----

A Yes, sir.

Q Before you wrote that letter to the Highway Commission in which you recommended that termination of the DeLong contract be made, before you wrote that did you notify The Travelers Indemnity Company of your intention to make recommendation to the Commission that the contract be terminated?

A I don't remember that I did, sir.

Q Do you know if anyone else in the Highway Department notified The Travelers Indemnity Company of your recommendation to the Commission that the contract be terminated before you made the recommendation?

A I can't recall of such.

Q Do you know if anyone else in your department notified The Travelers Indemnity Company about what took place at the meeting on February 10 in Portland?

A I do not.

Q Or in connection with this letter that you wrote on the 13th of November, 1964, which is Exhibit No. 17?

A May I see it, sir?

Q That's the one I read a portion of.

A What was your question, please?

MR. TOOZE: Would you read the question?

(Whereupon, the reporter read the question.)

Q (By Mr. Tooze) I gave the wrong year. That should be 1963. I'm sorry. Let me ask the question again.

A Okay.

Q Before you wrote the letter to the Commission, Cooper Exhibit No. 17, dated November 13, 1963, did you notify The Travelers Indemnity Company, I mean did you or anyone else to your knowledge in the department, notify The Travelers Indemnity Company that there was likelihood of a controversy or litigation arising in connection with the DeLong contract?

A Not that I recall.

MR. TOOZE: I have no further questions.

THE WITNESS: You wish me to ----

MR. RAND: We will take a recess, Mr. Cooper. You might take this exhibit with you. As a reminder it's Exhibit 2.

(Recess taken.)

MR. RAND: Mr. Hampton, the reporter informs me he has never received copies of Merchant Deposition Exhibits 23, 38, 79, and 86. I believe all of these are withdrawn for copying; 23, 38, 79 and 86.

MR. HAMPTON: That's Merchant?

MR. RAND: Merchant, yes.

MR. HAMPTON: Also on Merchant, there are still several exhibits, original drawings and sketches -- we were to receive the original copy of those rather than a Xeroxed copy and the Xeroxed copy would be part of the original -- copy of the deposition.

MR. RAND: You were going to substitute.

MR. HAMPTON: Right.

MR. TOOZE: There was an original letter. That was a letter, I think, dated August 10, 1962, which Mr. Rand withdrew for a week's time.

MR. RAND: Yes. I explained to Mr. Hampton I have an identical -- that one will be coming back.

MR. HAMPTON: About whether the handwriting was Mr. Merchant's handwriting, and no problem apparently -- oh, while the reporter is here, General Tooze, when will you be able to supply us with copies, copies of ----

MR. TOOZE: Requesting documents?

Yes. I am going to ask Mr. DeLong to come to my office a week from Sunday. That's the day before you're going to take the depositions. You follow me? I want to save his time if I can, and I am going to ask him to bring with him the documents that you have examined and I want to interview him, too, before the deposition is taken, because I don't know myself exactly what his own connection with this case is, I mean in detail, and you'll have whatever papers are available at the time of the deposition.

MR. HAMPTON: You will bring those with you?

MR. TOOZE: Yes. I am asking him to do that. He may have to get some of these from Hartford.

MR. HAMPTON: Then it doesn't appear that we would have an opportunity to examine the documents prior to that time.

MR. TOOZE: My guess is, Les, that the number of documents is going to be very small. I don't think it's going to be a laborious job at all. I am sure there were no progress reports made to Travelers Indemnity. I am just sure of that.

Mr. Bayles, when do you anticipate we will get the Xeroxed copies of the ----

MR. BAYLES: I'll have to check with Rand. He's going to check this morning.

MR. TOOZE: We want to take Mr. Jackson's deposition before you take Mr. DeLong's deposition. In other words, we want to finish up our deposition before you start with your witnesses.

MR. HAMPTON: Well, the scheduling of this will of necessity have to be one of mutual cooperation. I have been under the assumption that this is the procedure we have been following and now after having taken all of the DeLong depositions there appears to be no time left for our depositions, but with the reservation that Mr. DeLong be made available at the same time as you indicated ----

MR. TOOZE: That's fine. We are going to have him there.

MR. HAMPTON: At this time I see no problem in taking the Commissioner's deposition first.

MR. TOOZE: That's what we want to do.

MR. HAMPTON: If for any reason this doesn't appear to be practical, of course, we will advise you before that time, but I see no reason why that can't be arranged.

MR. TOOZE: I think it would be desirable to save time for everyone, particularly for DeLong, Wally DeLong, if Mr. Jackson's deposition could be taken on Monday, which as I understand is the 12th.

MR. BAYLES: I think, General Tooze, as Mr. Cooper suggested, Tuesday would be probably more of a convenient date for the Commissioner's.

MR. RHOTEN: His home being in Medford, he probably travels on Monday.

MR. TOOZE: Then if that's the case I would have DeLong to my office on the day before. You let me know.

MR. HAMPTON: Pardon?

MR. TOOZE: When Mr. Jackson will be available because if he's going to be here on the 12th then I would ask Mr. DeLong to come to my office on the 11th.

MR. HAMPTON: Fine. We can ascertain that and let you know.

MR. TOOZE: All right.

(Recess taken.)

Q (By Mr. Rand) Mr. Cooper, have you finished your investigation?

A Yes, sir.

Q And can you report to us?

A I have found nothing that would be backup material to this letter.

Q I see. And does that indicate to you that you probably didn't receive any backup material at the time the letter was given to you?

A Yes, in writing.

Q How about the questions General Tooze asked, can you answer that?

MR. TOOZE: I would like to ask a similar question. You have made a search of your files; have you found any letters that you wrote to The Travelers Insurance Company or any representative of The Travelers Indemnity Company, I mean regarding your letter of November 13 about the possibility of trouble?

THE WITNESS: No.

MR. TOOZE: Or your meeting in Portland on February 10, 1964?

THE WITNESS: No.

MR. TOOZE: Or your decision to terminate the contract which occurred by the letter of April 2, 1964?

THE WITNESS: Yes. There is a letter to The Travelers Indemnity Company at that time.

MR. TOOZE: You mean the letter itself April 2?

THE WITNESS: Yes.

MR. TOOZE: But before that letter was written you wrote no other letter?

THE WITNESS: Right.

MR. TOOZE: Stating you were going to do that?

THE WITNESS: Correct, General.

MR. TOOZE: Okay.

MR. RAND: That's all, Mr. Cooper. Thank you.

MR. COOPER: Thank you.

-:- FURTHER DEPONENT SAITH NOT -:-

STATE OF OREGON)
) ss.
County of Multnomah)

I, Donald D. Stringer, a Notary Public for Oregon, hereby certify that, pursuant to the stipulation of counsel for the respective parties hereinbefore set forth, FORREST COOPER personally appeared before me at the time and place set forth in the caption; that said deponent was by me first duly sworn to tell the truth, the whole truth, and nothing but the truth; that at said time and place I reported in Stenotypy all testimony adduced and other oral proceedings had in the foregoing matter; that thereafter my notes were reduced to typewriting under my direction; and that the foregoing transcript, pages 1 to 119, both inclusive, contains a full, true, and correct record of all such testimony adduced and oral proceedings had, and of the whole thereof.

Witness my hand and notarial seal at Portland, Oregon, this ______day of March, 1968.

(SEAL)

/s/ DONALD D. STRINGER
Notary Public for Oregon
My commission expires June 11, 1971.

6-3321 Latrine at Cape Arago St. Park, 1962
Cape Arago Hwy.

#6125

RECEIVED
JAN 15 1963

FOR FILING

6125

January 14, 1963

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On December 5, 1962, you were notified of the release of final payment on Contract No. 6125, awarded to Donald W. Thompson, for latrine construction in Cape Arago State Park, Coos County.

Final payment on this contract is $1,400.80 and the total contract amount is $13,130.69. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Donald W. Thompson
3421 Stanton
North Bend, Oregon

C. H. Maison

RECEIVED
DEC 5 1962

6125

December 4, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed November 13 on Contract No. 6125. The contract was with Donald W. Thompson and was for work on the Cape Arago State Park Latrine in Coos County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 13, 1962, and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

cc Floyd Query
E. S. Paxson
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
1962
FOR FILING
6-2231
6125

D Cook

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1962

SUBJECT: Cape Arago State Park
Contract No. 6125

To:

Mr. D. B. Parkes
Contract Payments

OFFICE

Donald W. Thompson began work on the Cape Arago State Park Latrine project in Coos County, Contract No. 6125, on August 2, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUL 6 1962
FOR FILING

6125

July 5, 1962

Mr. Jay Morgensen
Route 3, Box 1896
Coos Bay, Oregon

Dear Sir:

Reference is made to your letter of June 30 to the Oregon State Highway Commission, in which you requested information concerning the cost of a latrine recently contracted at Cape Arago State Park at a cost of $11,770.

So that you may become familiar with the type of latrine to be constructed, I am enclosing a set of plans for this building. On these plans you will notice there is a considerable amount of work to be done under the contract, exclusive of the building itself. For instance, approximately 1,000 yards of material must be excavated and over 300 yards of 2" - ½" gravel is to be purchased and installed in the sewage disposal field. This disposal field also has over 1,000 feet of four-inch perforated bituminous fiber pipe. Also, the installation of 550 lineal feet of two-inch water line is required. A 1,500-gallon septic tank and four distribution boxes are a part of the installation.

The low bid received was approximately $2,000 below the Engineer's estimate and we considered it a very good bid.

We have constructed several of these latrines using the same plans, with the exception of the sewage system which, of course, is changed at each location, and have found that the cost is approximately that shown by the low bid.

I am sure the contractors in your vicinity would tell you that the bid received for this latrine is reasonable.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

Enclosure

cc Mr. Forrest Cooper

RECEIVED
JUL 2 1962
FORM E-123
FOR FILING
[illegible]
6125

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1962

Mr. Donald W. Thompson
3421 Stanton
North Bend
Oregon

Dear Sir:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6125 for the following project:

Latrine construction at Cape Arago State Park on the Cape Arago Higway in Coos County.

This award was based on your bid of $13,030.70 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

2-3318 Standard Latrine at Tumalo St. 1962
Park, N.W. of Bend
#46126

RECEIVED
OCT 30 1962
FOR FILING

October 29, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

On October 3, 1962, you were notified of the release of final payment on contract #6126, awarded to E. E. Steinlicht, for a standard latrine in Tumalo State Park on the McKenzie-Bend Highway in Deschutes County.

Final payment on this contract is $4,173.84 and the total contract amount is $8,441.22 and no work was performed under force account.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - Mr. E. E. Steinlicht
P.O. Box 1070
Bend, Oregon

RECEIVED
OCT 4 1962
FOR FILING

3311

6126

October 2, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 14, 1962 on Contract 6126. The contract was with E. E. Steinlicht and was for work on the Tumalo State Park Latrine on the McKenzie-Bend Highway in Deschutes County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 14, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
P. M. Stephenson
V. D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison

PMS:er

Surety letter sent
10-3-62

RECEIVED
JUL 24 1962

FOR FILING
6126

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

OFFICE

E. E. Steinlicht began work on the Tumalo State Park Latrine project on the McKenzie-Bend Highway in Deschutes County, Contract No. 6126, on July 17, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUL 2 1962
FOR FILING

7-3-[illegible]

6126

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
C. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1962

Mr. E. E. Steinlicht
P. O. Box 1070
Bend
Oregon

Dear Sir:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6126 for the following project:

Construction of standard latrine at Tumalo State Park in Deschutes County.

This award was based on your bid of $8,500.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (BLAC)
I. D. Merchant

320-1712 Creswell (Mill St.) Sec. of 1962
city St. (Grad. & Paving)
#6127

[illegible] Street Fund # 148

RECEIVED
[illegible] 1962
FOR FILING

November 21, 1962

United Pacific Insurance Co.
Fidelity & Surety Dept.
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On October 17, 1962 you were notified of the release of final payment on contract #6127, awarded to Wildish Const. Co. for grading and paving on the Creswell (Mill Street) Section in the city of Creswell in Lane County.

Final payment on this contract is $500.00 and the total contract amount is $13,770.99 including $27.79 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

al
cc: Wildish Const. Co.
P. O. Box 1106
Eugene, Oregon

C. H. Maison

NOTED ON CARD
AL

1712

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

No. 15

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 21, 1962

Section Creswell (Mill St.)

Kind of work Grading and Paving

Highway City Street County Lane

Section prefix 320 - 1712

Contractor Wildish Construction Co.

Contract number 6127

Date of contract June 29, 1962

Specified work days 40

Date work started July 30, 1962

Work days used 44

Project authorization . . . . . $ 17,403.75

Exclusive of engineering . . . . $ 16,166.15

Per cent of time elapsed 110 %

Estimated cost of completed project, exclusive of engineering . . . $ 13,890.99

Estimated per cent overrun or underrun . . . 14.1 %

Per cent of contract completed, based on estimated cost . . . 100 %

Engineering authorization . . . . $ 1,237.60

Engineering cost to date $ 1,791.24, 144.7 %

Date project was completed September 27, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	-

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Wildish Construction Co submitted billing for flagging and wage certification on Wednesday.

Semi-Final completed and submitted to Roseburg Friday.

This is the last weekly report on this project unless otherwise directed.

NOTED

CONSTRUCTION DIVISION
RECEIVED
OCT 22 1962

CB

Signed

Address 2191 E. 15th Ave Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE ~~MATERIALS~~ STRUCTURES	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.24	.24			.24
Miles partially completed	-	-			-
Miles completed	.24	.24			.24
Total estimated quantities (contract)	1460	2620	1 Inlet and Adj Manhole		750
Total quantities corrected to date	1210.8	2358.85	1 Inlet and Adj Manhole		666.58
Estimated quantities moved or placed to date	1210.8	2358.85	1 Inlet and Adj Manhole		666.58
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 22 1962

FOR FILING
[illegible] - 1962

6127

October 17, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6127, awarded to Wildish Construction Company, for grading and paving the Creswell (Mill Street) Section in Lane County, was completed September 27, 1962, and was accepted by the Highway Commission on October 12, 1962.

Final payment will be released to the contractor as soon as payment processing can be completed, but in no event before October 24, 1962.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

jmc

cc: Wildish Construction Co.
P. O. Box 1106
Eugene, Oregon

R. L. Porter
L. H. Young
C. H. Maison

RECEIVED
[illegible] 17 1962
FOR FILING

[illegible] 7/2

6127

October 16, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 27 on Contract 6127. The contract was with Wildish Construction Company and was for grading and paving on the Creswell (Mill Street) City Street Section in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 12, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw hlb

Surety letter written
10-17-62

RECEIVED
JUL 2 1962
FOR FILING

6127

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 29, 1962

Wildish Construction Co.,
P. O. Box 1106
Eugene
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962 awarded to you State Highway Contract No. 6127 for the following project:

Grading-paving Mill Street in Creswell, Lane County.

This award was based on your bid of $15,370.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
MAY 11 1962
FOR FILING

32 1712

6109

Salem, Oregon
May 11, 1962

$250,000 Fund Agreement
City of Creswell

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Creswell covering the Special City Allotment project on Mill Street in Creswell.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Creswell, Oregon.

Secretary

rn
Attach: 1

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
DON HARWELL

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
May 2, 1960

SUBJECT: Driveways to be Retained
Mill Street, City of Creswell

To: Mr. H. S. Cox
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
R. H. PRANGE

According to the latest wishes of the property owners and OK'd by Mayor Holleman the following driveways facing Mill Street are to be retained.

On the Left:
Owner
St. Clair - L 10 + 32 left - 18' Approach, 45' pipe(carries water to Hwy. 222 ditch) - Drg. Exc. 7 cy.
Hiatt to Odell - L 11 + 33 left - 14' Approach, 18' pipe - Drg. Exc. 1cy
Pac. Mills to P. Newman - L14 + 27 left - 30' Approach, 39'pipe - Drg. Exc. 1 cy.
Pac. Mills to P. Newman - L 15 + 87 left - 30'Approach, 39'pipe - Drg. Exc. 1 cy.
Georgia Pacific with P. Newman - L 19 + 03 - 54' Approach, 60'pipe - Drg.Exc 2 cy.

On the Right:
Owner
Southern Pacific L 11 + 00 Right - 30'Approach, 36' pipe - Drg. Exc. 1 cy
Southern Pacific lease to P. Newman - 14 + 60 Right - 30' Approach, 36' pipe Drg. Exc. 1 cy.
P. Newman - L 16 + 80 Right - 26' Approach, 36' pipe - Drg. Exc. 1 cy.

Add to plans a detail provided for in Culvert list and drainage excavation but inadvertently omitted from plans. Details can be found on cross section roll and drainage excavation and pipe in the culvert list.

A "V" ditch 3:1 front slope and 1½:1 backslope extending from Mill Street to creek under wooden bridge on Hwy. 222, 320 feet left of L centerline opposite L 18 + 00. This ditch is closely adjacent to Hwy. 222 South R/W line. Replacing pipe under driveway 170' left of "L" line install 12' of 15" Concrete Culvert pipe, 1 cy. Drg. Exc. Drainage Excavation provided for in above "V" ditch, 85cy.

Geary H. North

Geary H. North
Locating Engineer

GHN:rbd

NOTED
Harold C. Ayers

Salem, Oregon
April 30, 1962

Special City Allotment Project
Mill Street
City of Creswell

Mr. J. E. Morelock
Locating Engineer
OFFICE

The field data on the subject project has been checked and found to conform to the project as was requested by the city and approved by the Highway Commission.

Mr. Geary Worth, Resident Engineer, is re-evaluating the cost of approaches.

The city has agreed to pay all costs in excess of $20,000 and will be contacted prior to advertising of this project.

NOTED
DON HARWELL for H.C. Ayers

Donald N. Harwell
County & City Mapping & Records Engineer

DNH:eb

RECEIVED
APR 17 1962
FOR FILING

April 13, 1962

5/3

Mrs. Arthur Hogstad
P. O. Box 456
Creswell, Oregon

Dear Mrs. Hogstad:

This will acknowledge your letter of April 4th regarding the projected street improvement on Mill Street south from Oregon Avenue in Creswell.

This improvement would be a cooperative undertaking financed by the City and the State. To date, the City has not made a decision with regard to the cooperative funds, for which reason it is impossible to state at this time when the work will be done.

This project calls for improvement work only to the south city limits. As you indicate, your property lies southerly of the city limits and, therefore, would not be affected. Any tile installation or surface oiling would be at your discretion. State forces by law are required to work only on state highways and hence could not oil your street.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
R. L. Chandler
D. J. Sage
H. S. Cox

FBC:njc/TE:jw

Creswell, Oregon
April 4, 1962

Forrest Cooper

Oregon State Highway Department
Salem,
Oregon

Dear Sirs:

With reference to a recent survey of the access road through Creswell that is up for improvement; I would like some information concerning the same.

Last year the mayor had me write a letter to you for him concerning the same and the reply stated that it was scheduled in the 1962 year.

A short while ago two state men; I am sorry I did not get their names; but they were at my home and talked to me concerning the right of way stakes and such and I thought they would be back to ask them the questions.

We understand that the road will be fixed and surfaced from Oregon Avenue on through to the crossing of the Southern Pacific Tracks which enter on to the State highway.

Our home and business is located just south of the city limits on Mill Street access road as is the Georgia Pacific Mill.

This is a very dusty and dirty area and each year for many we have surface oiled this road.

We would appreciate information in regards to the tile that we understand will be necessary for our driveway as this is not tiled. Also the area in front of the business-so we will provide tile for approximately ½ of our property adjacent to this road being resurfaced. We both work and it will be difficult to find anyone at home to give the necessary information to.

We would appreciate knowing if it would be an inconvenience to the state workers if it becomes dusty enough to surface oil the road and if you could give us a date of work schedule so we might govern this surface oiling if it would inconvenience you.

Sincerely,

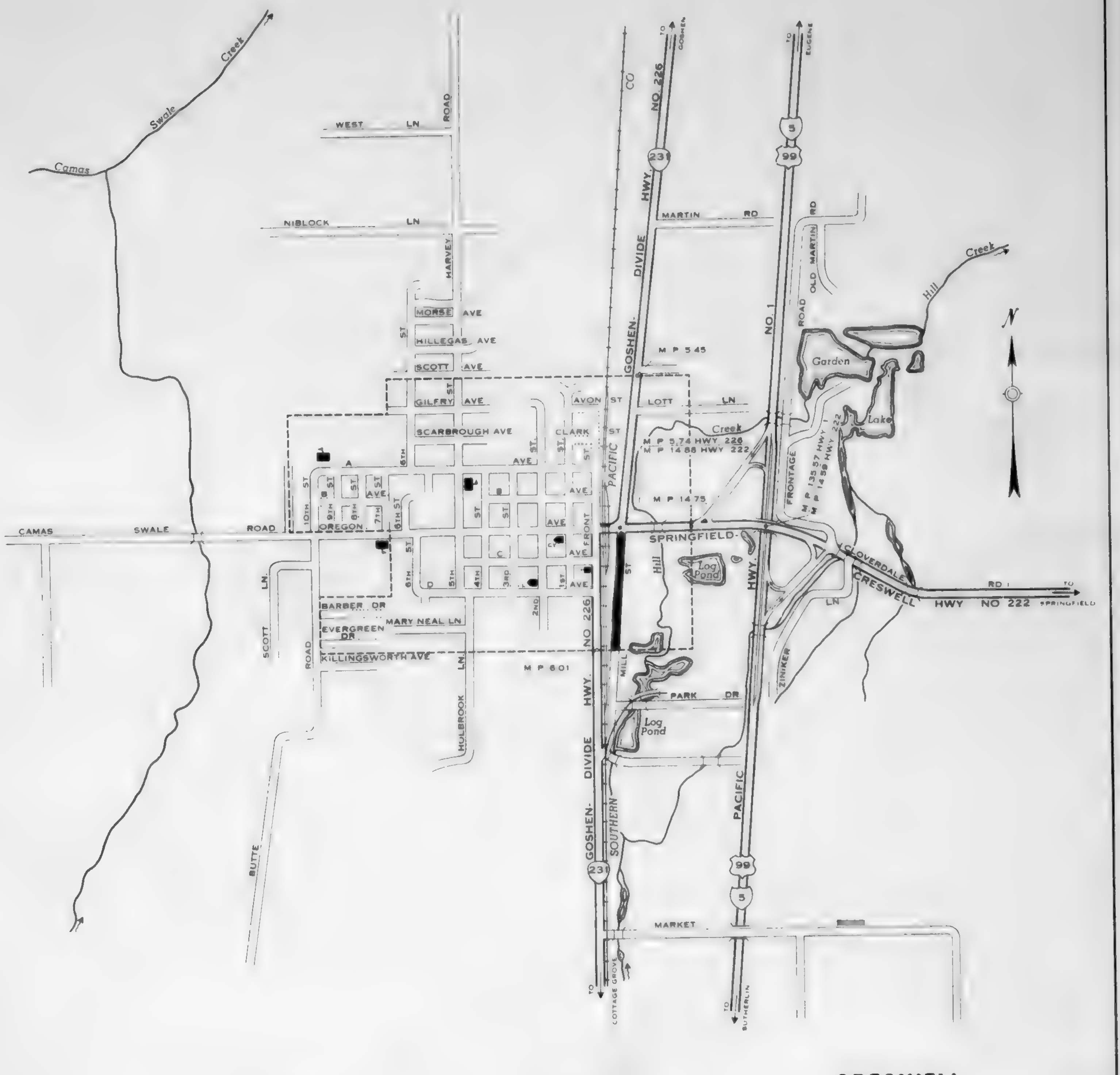
Mrs Arthur Mogstad

[illegible]

Eder

P.O. Box 456
Creswell, Oregon

RECEIVED
APR 5 1962
OREGON
STATE HIGHWAY COMMISSION



SIGNED ROUTES

INTERSTATE 5
U.S. 30
ORE. 22

LEGEND

●	Post Office	●	Public Bldg.
●	School	CY	City Hall
●	R. R. Depot	CT	Court House
		A	– Armory
		L	– Library

═ Street open for travel.

Street dedicated but not open.

--- City Limits.

CRESWELL

LANE COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 760

Scale in Feet

400 0 400 800

July 1, 1961

Print of Plans to Worth.
Letting June 27.

NOTED
Harold C. Ayers

NOTED
DON HARWELL

MAYNARD WILSON
ATTORNEY AT LAW
11 SOUTH SIXTH STREET
COTTAGE GROVE, ORE.

NOTED
H. S. COX

April 13, 1962

Met with Wilson 4-17-62 & explained that maximum under this estimate would be approx 26,000 with $6,000 being city share. also that City must clear R/W. this would include utilities such as gas, water, telephone & electric. Gary Worth is re-evaluating road approaches H. Cox.

County & City Relations Engineer
State Highway Department
Salem, Oregon

NOTED
JOHN D. GRAHAM

Attention: H. C. Ayers, Field Engineer

Dear Sir:

I am writing in connection with the City of Creswell's application for funds to reconstruct the street designated as South Mill Street. The property owners adjacent have met and have agreed that they will be able to handle the excess over $20,000.00 provided that it is not substantially more than your figure of $23,587.00. In this connection it has been called to our attention that the telephone company has a charge of some $400.00 which was not submitted at the time your estimate was made and that there are possibly some other charges that we do not know of.

Also, I was instructed by the Mayor to indicate that some of the property owners feel that more approaches have been designated than will be required and it is requested that one of your engineers should contact the City to go over this matter in greater detail. However, it is the purpose of this letter to indicate that we are willing to go ahead, provided the amount is not substantially greater than your estimate.

Very truly yours,

MAYNARD WILSON

MW/bj

cc Mayor Holleman, City of Creswell

RECEIVED
APR 16 1962
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
APR 16 1962
ENGINEER
COUNTY & CITY RELATIONS

$250,000 Fund Project - 29 62
City of Creswell
Lane County

Mill Street: Highway 222 to South City Limits

Estimate of Cost

No.	Item	Unit	Qty.	Unit Price	Amount
1.	Preparation of grade	Mile	0.244	$1500.00	$ 366.00
2.	Drainage Excavation-uncl.	cu. yd.	130	3.00	390.00
3.	General Excavation-uncl.	" "	1460	1.00	1,460.00
4.	12" concrete pipe	lin. ft.	594	2.50	1,485.00)*
5.	15" " "	" "	24	3.50	84.00)
6.	Type G-1 inlet	Each	1	130.00	130.00
7.	Adjust manhole	"	1	100.00	100.00
8.	Coarse crushed material in base	cu. yd.	1975	3.25 ~~3.00~~	5,925.00
9.	3/4"-0" crushed material in base	cu. yd.	495	3.50 ~~3.75~~	1,856.25
10.	Sprinkling	M/gal.	86	5.00	430.00
11.	Class B asphaltic concr.	Tons	810	10.00	8,100.00
12.	Asphalt in tack coat	To be included in cost of Class B asphaltic concrete			--
13.	Extra for approaches	Each	16	40.00	640.00
					$20,966.25
	12-1/2% Engineering & Contingencies				2,620.78
	TOTAL ESTIMATE				$23,587.03

* See note on map - Division office changes.

GHW:HCA:mm
3/29/62

Di 5-1153 Eugene (North)

RECEIVED
1962

FOR FILING
32-17
6127

2-5-62

LOCATION PROSPECTUS
MILL STREET (HWY. 222 SOUTH TO CITY LIMITS)
CITY OF CRESWELL
LANE COUNTY

The following prospectus is submitted in regard to the above-mentioned section. The northerly terminus is at the intersection of Highway 222 with Mill Street. The southerly terminus is on Mill Street at the south corporate city limits. The overall length of the project is 0.4 mile.

This will be a location survey for widening and surfacing, and to prepare grading, surfacing and paving plans together with estimate for same. Reconnaissance is not necessary. Soils investigation has been made. There are no special drainage problems and an economic analysis is not necessary.

Plans are proposed for a 3-1/2-inch asphaltic concrete traveled way 22 feet in width with rock shoulders 4 feet wide and with the following base design approved by G. L. Decker:

A.C. Base and Wear	3 1/2"
3/4"-0 Leveling Course	2 "
Coarse Crushed Base	9 "
Total Depth	14 1/2"

Adequate quantities of material are available from local commercial sources.

Final agreements will be necessary with the City of Creswell.

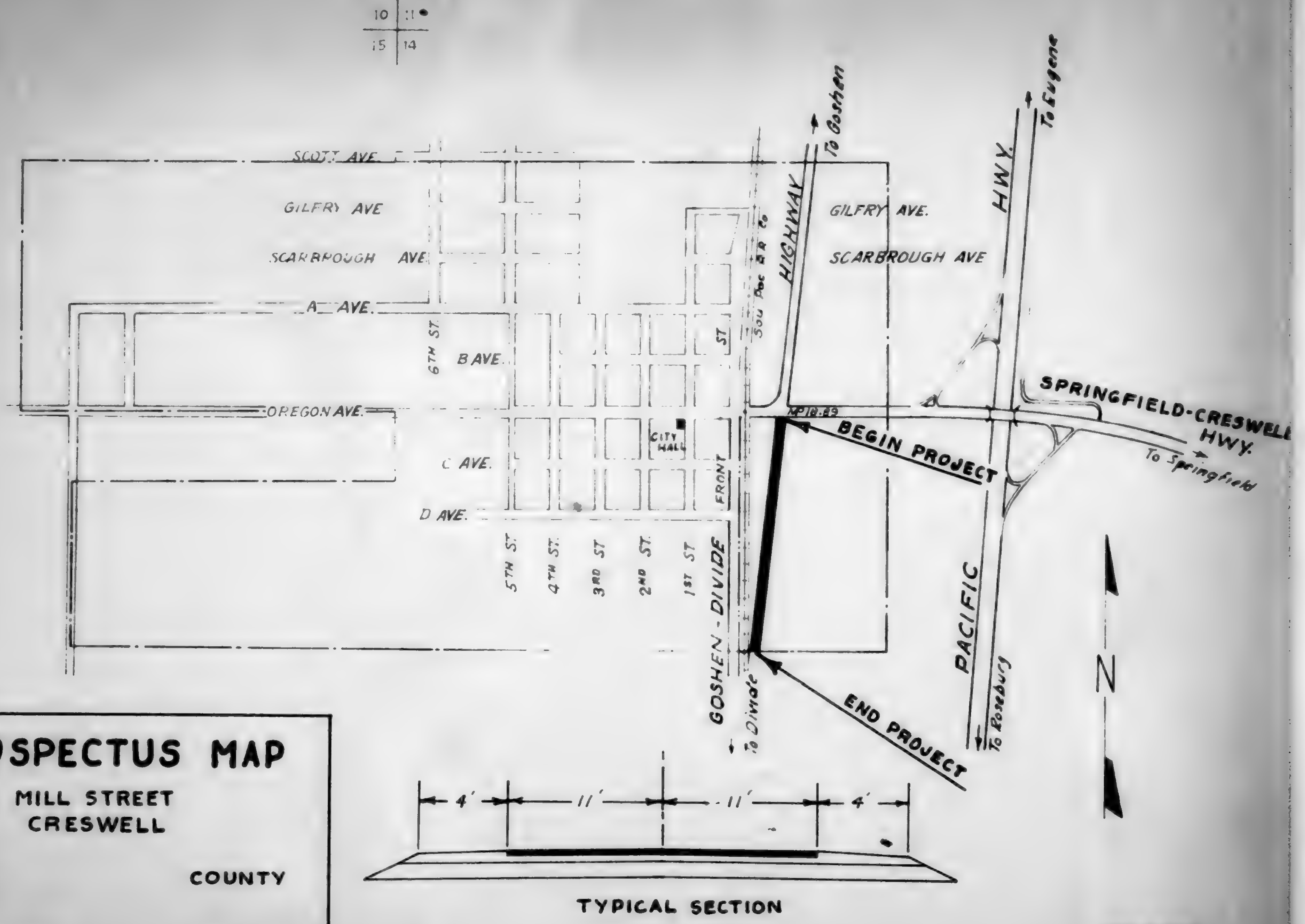
There are no State parks in the vicinity of this project.

February 2, 1962

Attachment

cc: Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
F.D. Morgan
L. R. Chandler (3)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
FEB 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER



Rev. 5-21-56

PROSPECTUS MAP

MILL STREET
CRESWELL

LANE COUNTY

Scale 1" = 800'
DEC., 1961

11-17-61

$250,000 FUND PROJECT (1962)
CITY OF CRESWELL

PRELIMINARY ESTIMATE

Mill Street from Oregon Avenue to south city limits, a distance of approximately 0.~~40~~ mile.
0.22

Grade; place 9" base rock, 2" leveling course, and 3-1/2" asphaltic concrete 22' wide with 4' shoulders.

Item	Quantity		@	Total
Preparation of grade	0.40	mile	$1500.00	$ 600.00
Coarse crushed material	1800	c.y.	3.00	5,400.00
3/4"-0" in base	420	c.y.	3.75	1,575.00
Sprinkling	80	c.y.	5.00	400.00
Class B asphaltic concrete	1100	tons	10.00	12,100.00
Extra for approaches	10	each	40.00	400.00

	$20,475.00
12-1/2% engineering and contingencies	2,559.38
Survey	850.00
TOTAL ESTIMATE	$23,884.38

HCA:mm
11/17/61

Division No. III

City: Creswell
County: Lane
Population: 1950 662
1960 760

Proposed Project - 1962: Mill Street from Oregon Avenue to south city limits, a distance of approximately 0.40 mile. Grade; place 9" base course, 2" leveling course, 3-1/2" asphaltic concrete 22' wide with 4' shoulders.

	State	City	Total
Estimated Cost:	$ 20,000	$ 4,000	$ 24,000

Remarks: This street is in poor condition and is receiving excessive wear due to heavy traffic to sawmills.

Recommendation: Approval recommended.

NOTED
V. R. JONES

NOTED
H. S. COX

August 9, 1961

NOTED
Harold C. Ayers

His Honor The Mayor
City ~~Hall~~
Creswell, Oregon

Dear Mayor Peterson:

I am planning on submitting the city's request for a project on Mill Street, to be financed under the provisions of the Special City Allotment program, to the State Highway Commission for their appropriate action.

The preliminary estimated cost of this project is $24,000. As previously explained the city is to pay all costs in excess of $20,000. Will you, at your earliest convenience, please advise by letter the city's ability and willingness to pay the cost in excess of $20,000.

Very truly yours,

H. S. Cox
County & City Relations Engineer

By

H. C. A.

H. C. Ayers
Field Engineer

HCA:djb

$250 ✓ d

CONSTRUCTION DIVISION

PROPOSED BASE DESIGN

Highway ______ County ______ Prefix ______

Length of Project ___ Miles Sta. ______ to Sta. ______ Date ______

6-15-61

Required Base & Reg.		Designed	
Flexible	Rigid	Exist. Surf. All.	New Work

PROPOSED MATERIAL SOURCES

Location	Lab. No.	[illegible]	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.

Submitted By S. L. Parker

Recommended by B. N. [illegible]

Engineer of Materials

cc: Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
District Engineer
Resident Engineer

Harold Peterson

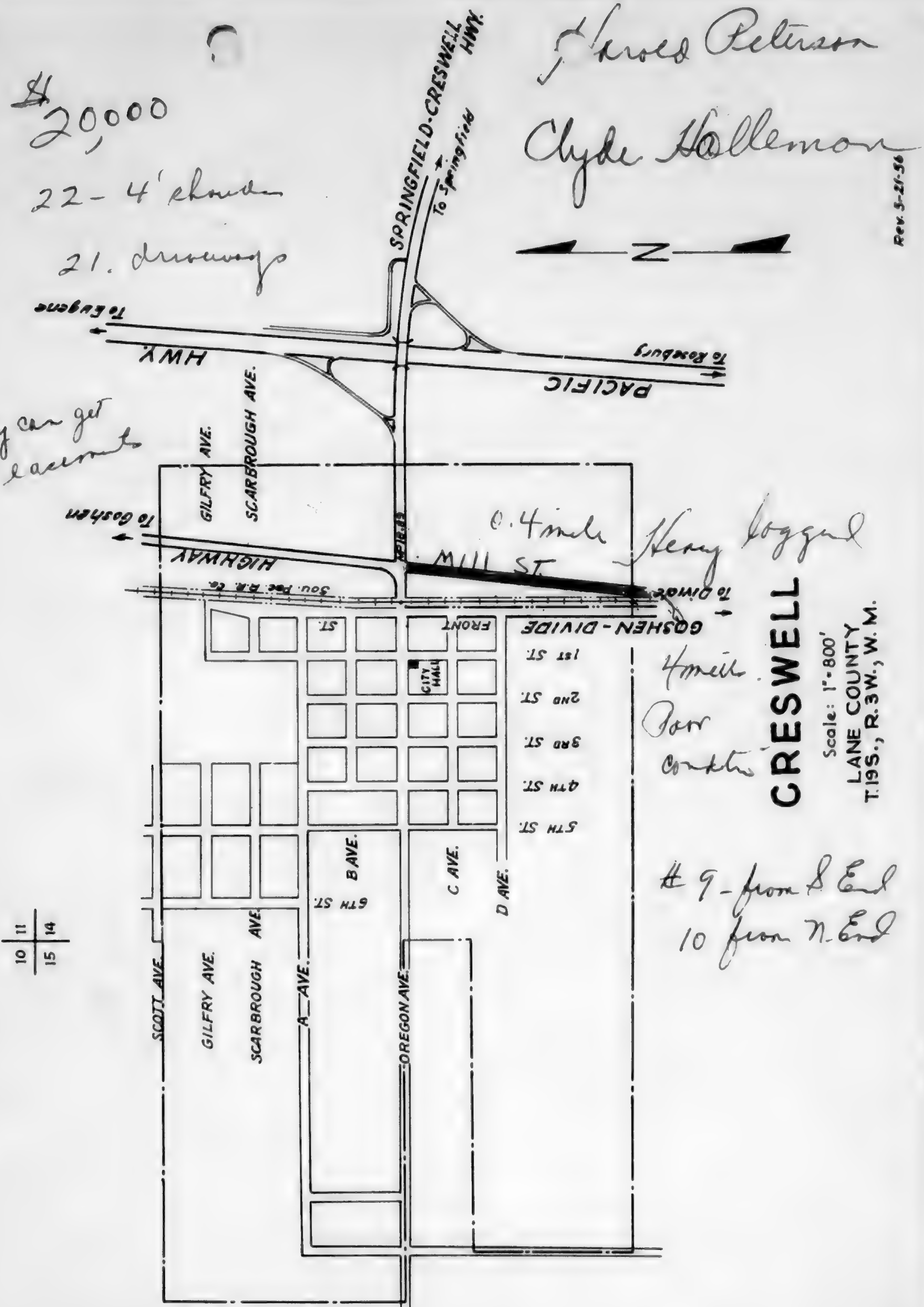
Clyde Halleman

$20,000

22 - 4' shoulder

21. driveways

Mayor Ray can get drainage easements



0.4 mile

Henry Coggeal

4 mile

Poor condition

#9 - from S End

10 from N. End

RESOLUTION

1-9-61

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of **Creswell** is an incorporated city of the State of Oregon and has a population of **760** as given by the latest official census; and

WHEREAS, the following streets of said city, **Mill Street**

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of **Creswell** does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate **Harold E. Peterson** as the official representative of the city in all negotiations resulting from this request.

Passed and approved this **9th** day of **January**, 19**61**.

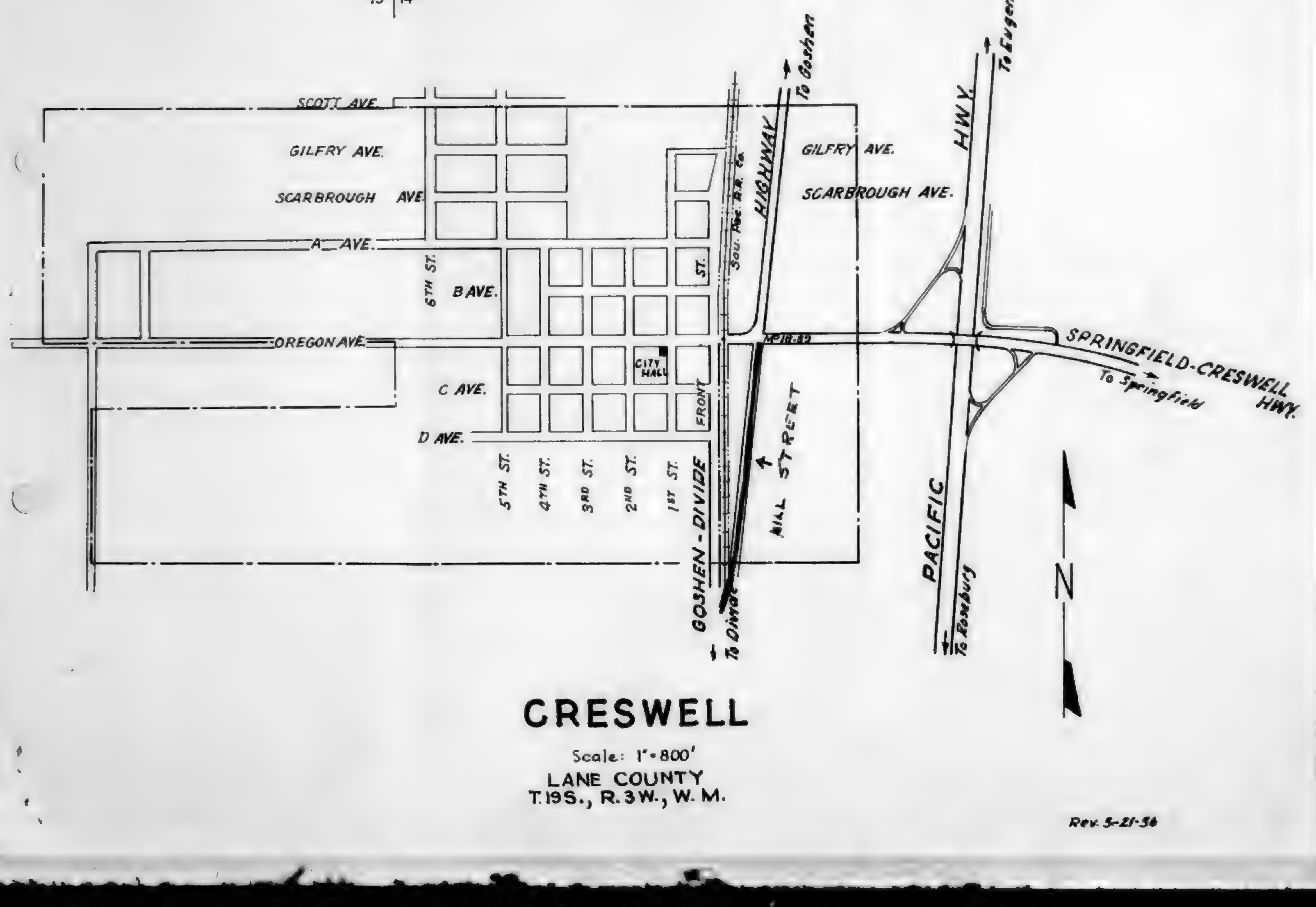
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of **Creswell** at a regular or special meeting of said Council, held on the **9th** day of **January**, 19**61**, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this **10th** day of **January**, 19**61**.

Harold E Peterson
City Recorder

cc-50 (1959 Rev.)



CRESWELL

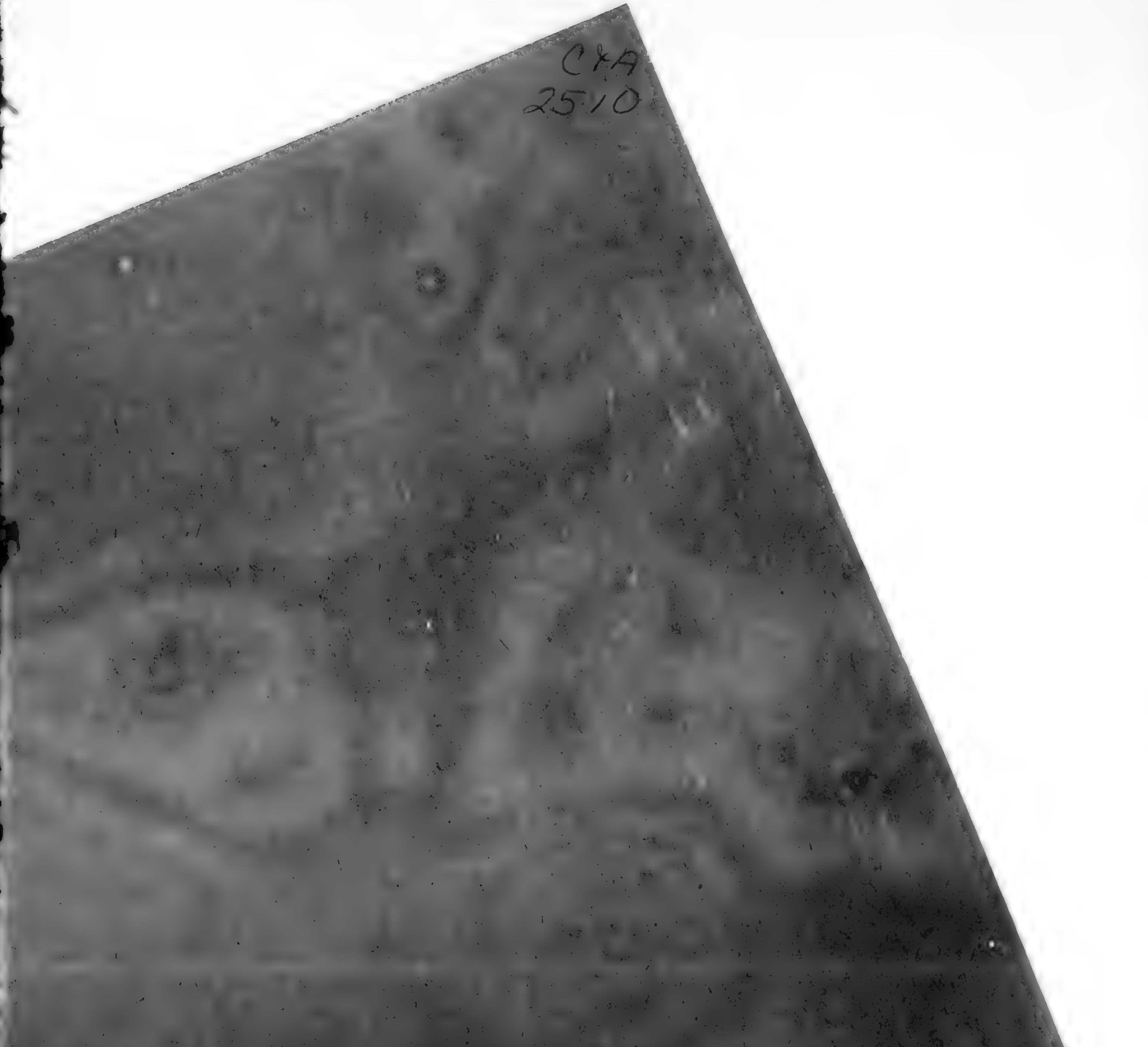
Scale: 1"=800'

LANE COUNTY

T.19S., R.3W., W.M.

Rev. 5-21-56

120-1624 Eugene Traffic Signals, Rail- 1962
road Blvd.-VanBuren St., Junction
#6128 City-Eugene Hwy.



C&A
2510

RECEIVED
JUN 27 1963

FOR FILING
1624

6-1

June 26, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On June 7, 1963, we wrote to you concerning release of final payment on contract #6128, awarded to L. H. Morris Electric Co., for traffic signal installation on Van Buren Street in Eugene (Junction City-Eugene Secondary Highway), Lane County.

Final payment on this contract is $1,067.25 and the total contract amount is $7,115.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: L. H. Morris Electric Co.,
P. O. Box 466
Eugene, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUN 7 - 1963

FOR FILING
121-16-4

6128

June 7, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed May 27 on Contract 6128. The contract was with the L. H. Morris Electric Company and was for work on the Eugene Traffic Signals on the Junction City-Eugene Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project, effective June 7, 1963, and that you concur in this procedure at the Commission meeting on June 10.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
UG 7 1962
FOR FILING

[illegible]

6128

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1962

To: Mr. D. B. Parkes
Contract Payments

OFFICE

SUBJECT: Eugene Traffic Signals
Contract No. 6128

L. H. Morris Electric Company began work on the Eugene Traffic Signal Installation project on the Junction City-Eugene Highway in Lane County, Contract No. 6128, on July 31, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUL 2 1962
FORM 8-123
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6128

June 29, 1962

L. H. Morris Electric Co.,
P. O. Box 466
Eugene
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6128 for the following project:

Eugene Traffic Signals on Junction City-Eugene Secondary Highway at Railroad Blvd.-VanBuren St. Jct., in Lane County.

This award was based on your bid of $7,113.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUN 11 1962
FOR FILING
[illegible]
10/68

MISC. CONTRACTS and
AGREEMENTS No.______

Salem, Oregon
May 29, 1962

Traffic Signal Agreement
City of Eugene

Mr. H. S. Cox
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Eugene covering the installation of a traffic signal at the intersection of Railroad Boulevard and Van Buren Street in the City of Eugene.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Eugene.

Secretary

rn
Attach: 1

RECEIVED
[illegible] 1962
FOR FILING
[illegible]

CITY OF EUGENE
FINANCE DEPARTMENT
EUGENE, OREGON

May 17, 1962

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Querry

Dear Sir:

Please find enclosed a City of Eugene check in the amount of $5,600, to cover the City's share of the installation of Traffic Control Signals at Railroad Boulevard and Van Buren Street in the City of Eugene.

Also, you will find enclosed two copies of the agreement between the State Highway Commission and the City of Eugene signed and sealed by the Mayor and Recorder and also two copies of Resolution No. 588 certifying and authorizing the action. Please complete the agreement and return one copy for our files.

Very truly,

Thomas Beaty

Thomas Beaty,
Recorder-Treasurer

TB:mag

Ck rec - 5/21/62
#43262 amount $5,600.00
sent to Acct. Div. 5/21/62
c.h.

agreement & Reso 588 to
City & Co. Engr. 5-21
F.K.

RECEIVED
MAY 21 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
~~PR~~ 23 1962
FOR FILING

COMMISSIONERS
M. W. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

[illegible]-1624

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 19, 1962

Mr. A. Gordon Wyatt
City Traffic Engineer
City Hall
Eugene, Oregon

Dear Mr. Wyatt:

On April 12, we wrote to you concerning the proposed channelization which is to be accomplished by the City of Eugene as a part of the installation of traffic signals at the intersection of Railroad Blvd. and Van Buren, the Junction City-Eugene Highway.

Upon further study, it would appear that the 16-inch concrete seperator which was to be installed in the center of Van Buren Street, would constitute a traffic hazard in that vehicles would be striking the end points. For this reason, it is believed that this divider should not be installed and that in lieu thereof, a double painted line be used. There are attached two copies of a revised plan for the channelization. This work may be done at your convenience.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

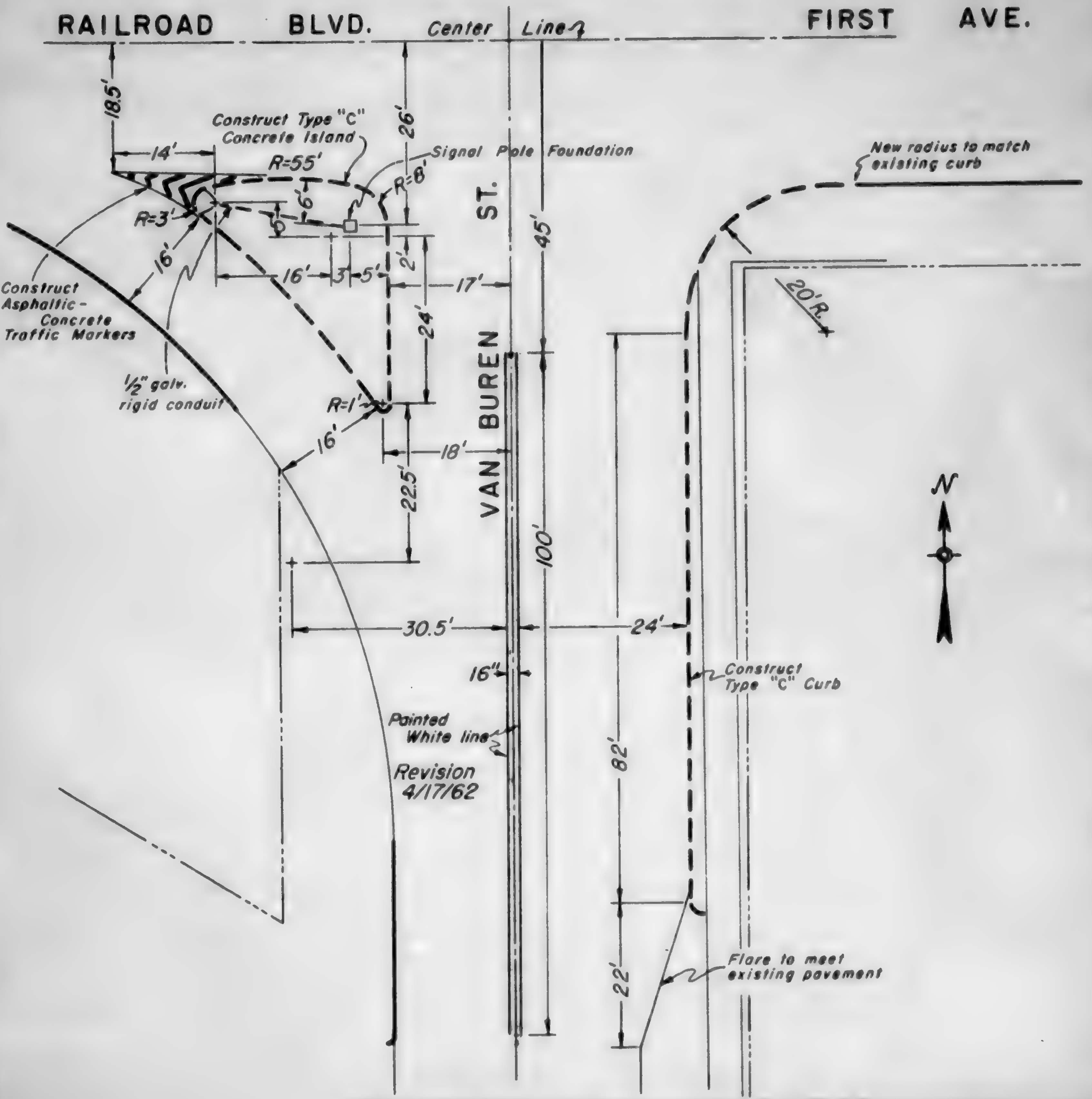
By JAlHead
J. Al. Head
Assistant Traffic Engineer

Attachments
VPJ:pk
bc: Tom Edwards
L. R. Chandler
D. J. Sage

RECEIVED
APR 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
ISLAND & CURB CONSTRUCTION DETAIL
Railroad Blvd. at Van Buren Street
Junction City - Eugene Hwy. - Eugene
Scale: 1" = 20' April, 1962



APPROVED REVISION

ASST. TRAFFIC ENGINEER

4/17/62

DATE

APPROVED

TRAFFIC ENGINEER

4/10/62

DATE

RECEIVED
APR 18 1962

FOR FILING

4 11 62

Mr. Crandall -

I have discussed with you the possibility of using longer spans, etc., so that we would not have to set power poles and channelizations Did you take this into account in this instance?

Tom Edwards

Mr. Edwards -

Yes. The city wished the island installed to assist in handling pedestrians (school kids) We took advantage of it to shorten our span.

Cal. Ward
4/16/62

RECEIVED
APR 16 1962
TRAFFIC ENGINEERING

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 12, 1962

Mr. A. Gordon Wyatt
Traffic Engineer
City Hall
Eugene, Oregon

Dear Mr. Wyatt:

This Department's letter to you, dated March 27, 1961, indicated approval of the channelization at the intersection of Railroad Blvd. and Van Buren Street. With the completion of plans for the signalization at this intersection, it has been possible to determine more closely the proper scope of channelization necessary.

Attached are plans showing the island construction details. Since the original approval of the plans, it has been determined that the City is also desirous of widening the east side of Van Buren Street to provide a right turn lane. The attached plan also covers the new curb construction details.

As you know the traffic signal project at this intersection will be let to contract on June 27, 1962. The signal contractor will be required to work closely with the City in installing a vehicle detector and conduit in the east side of Van Buren Street at the same time that the City is widening the street. The construction of the channelization may be done at your convenience.

The channelization plans will be made a part of the City-State Agreement.

Very truly yours,

Tom Edwards
Ass't. State Highway Engineer

By

FOR
F. D. Crandall
Traffic Engineer

NOTED
TOM EDWARDS

Crandall

RECEIVED
APR 16 1962
TRAFFIC ENGINEERING

Attachment
WRZ:mgm/sm
bc: Tom Edwards
L. R. Chandler
D. J. Sage

RECEIVED
APR 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

CEIVED
N 12 1962

FOR FILING

[illegible]

[illegible]

3e-1

December 13, 1961

Mr. Gordon A. Wyatt
Traffic Engineer
City Hall
Eugene, Oregon

Dear Mr. Wyatt:

Not so long ago you requested that consideration be given to the installation of traffic signals at the intersection of Railroad Boulevard and Van Buren on the Junction City-Eugene Highway in the City of Eugene.

This request was investigated and a report was made to the Highway Commission at its meeting on December 8. In view of the conditions which were found in the investigation, the Commission approved installation of a fully-actuated traffic signal at the intersection at an estimated cost of $11,000. This approval was made with the understanding that the City of Eugene is to pay one-half the cost of the installation and provide for all future maintenance and power consumption.

An agreement is being prepared and will be forwarded for approval in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:kp Tom Edwards
cc Mr. ~~E. M. Stephenson~~
cc Mr. F. B. Crandall

RECEIVED
NOV 17 1961
FOR FILING

[illegible]

[illegible]

November 16, 1961

Oregon State Highway Commission

Gentlemen:

We have received a request from Mr. A. Gordon Wyatt, Traffic Engineer, City of Eugene, for the installation of traffic signals at the intersection of Railroad Boulevard and Van Buren on the Junction City-Eugene Highway in the city of Eugene. Investigation discloses that this is a major school crossing, and, in addition, recent traffic changes in the city have made a major change in the traffic pattern at this intersection. It was found that conditions at this intersection exceed the warrants for the installation of traffic signals.

It is recommended that a fully-actuated traffic signal be installed at this intersection at an estimated cost of $11,000. Under standard policy, the City of Eugene would pay for one half the cost of the installation and care for future maintenance and power consumption. Sufficient funds have been provided in the 1962 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover the cost of the work.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. F. B. Crandall

VPJ:pk ae

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
November, 1961

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Railroad Blvd. at Van Buren Street
Junction City-Eugene Hwy.
Eugene

Recommendation:

As a result of this investigation, it is recommended that fully-actuated traffic signals be installed at the intersection of Railroad Blvd. and Van Buren Street in the city of Eugene. The installation is estimated to cost $11,000. This cost includes interconnection with the Southern Pacific Railroad tracks.

Historical Background:

This intersection has a long history of investigation, dating back over the past ten years. In August, 1960, an investigation was completed looking to the possibility of installing traffic signals. Because of the pending opening of the Washington Avenue one-way couplet and the change in traffic pattern at this location, it was at that time, decided to postpone any action until the couplet was opened and a new traffic pattern could be studied.

This investigation and report is in response to a request from Mr. A. Gordon Wyatt, Traffic Engineer, City of Eugene.

Investigation:

The point investigated is a three-way intersection. The Junction City Highway occupies the west leg (Railroad Blvd.) and the south leg (Van Buren Street).

First Avenue to the east leads to the Washington-Jefferson Couplet. At the present time, those vehicles entering the intersection from Van Buren Street are required to stop. This intersection is a major school crossing. The Southern Pacific Railroad crosses Van Buren Street approximately 150 feet south of the intersection. Railroad Blvd. to the north, leads to the populous River Road residential area.

A 16-hour vehicle and pedestrian count was taken at this intersection on Tuesday and Wednesday, October 17 and 18, 1961. The computed 24-hour total volume entering the intersection was 17,501 vehicles. It was found that 2,371 vehicles, or 14% of all those entering, entered from Railroad Blvd. During the 16-hour period of count, 252 pedestrian, of whom 223 were school children, crossed the major street. From the traffic flow diagram, it is interesting to note that there is an offset in traffic movements with a large number of vehicles making the right turn movement from west to south inbound to city center, and returning via the Washington-Jefferson Couplet and First Avenue. This is, in all probability, caused by the "STOP" sign placement at this intersection.

Because the Washington-Jefferson Couplet was opened during the Summer of 1961, thus forcing a complete change in the traffic pattern at this intersection, previous accident data are not applicable.

In the table below conditions at this intersection are compared with the standard warrants for the installation of traffic signals in cities the size of Eugene.

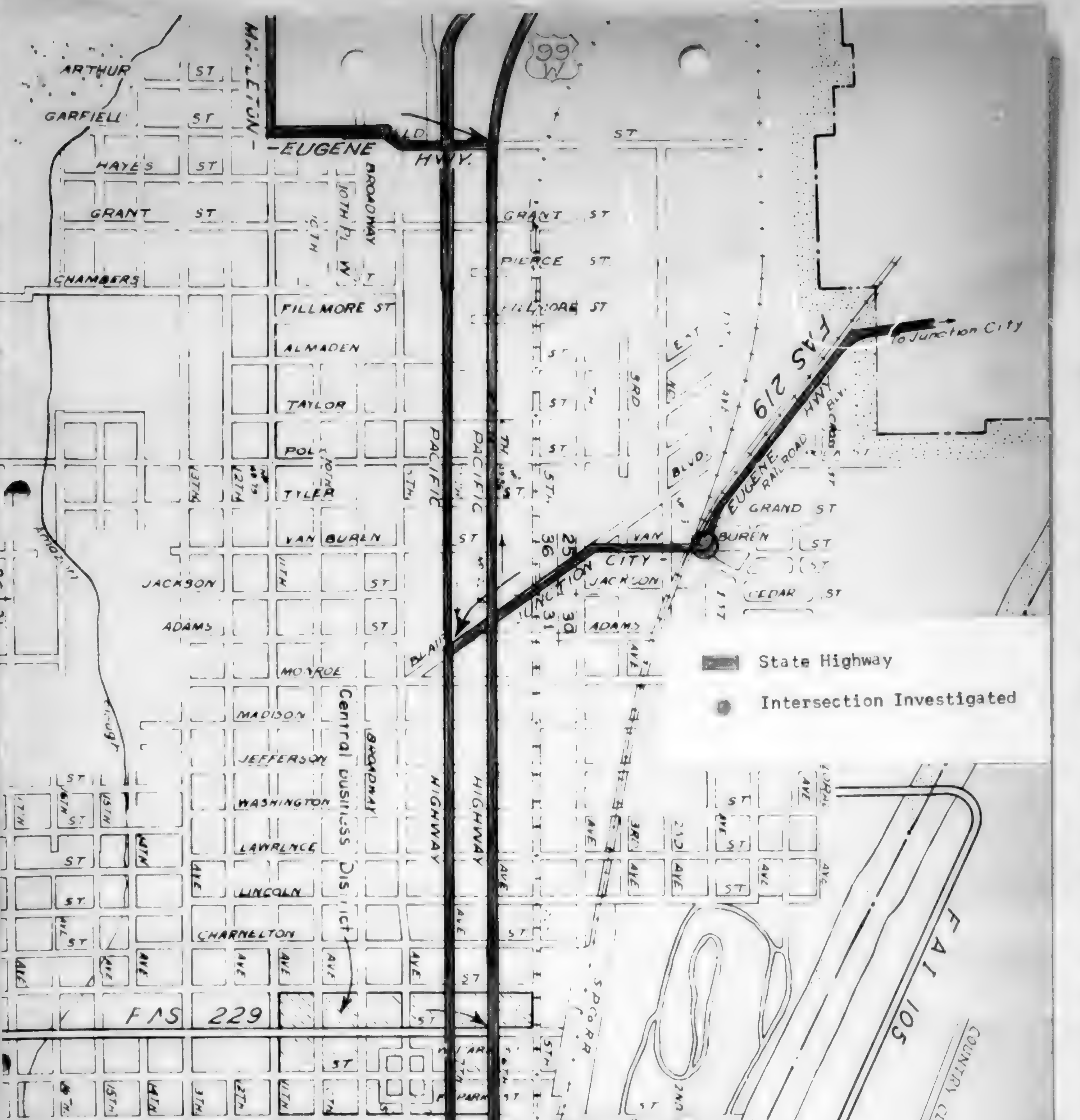
Warrant	Railroad and VanBuren	Minimum Warrant
Minimum Vehicular Volume:		
Ave. Hourly Major St. Volume (Both Approaches) Max. 8 Hrs.	1,000	600
Ave. Hourly Minor St. Volume (Highest Volume Approach) Max. 8 Hrs.	166	150
Interruption of Continuous Traffic:		
Ave. Hourly Major St. Volume (Both Approaches) Max. 8 Hrs.	1,088	900
Ave. Hourly Minor St. Volume (Highest Volume Approach) Max. 8 Hrs.	152	75
Minimum Pedestrian Volume:		
Ave. Hourly Major St. Volume (Both Approaches) Max. 8 Hrs.	1,070	600
Ave. Hourly Minor St. Volume (Highest Volume Approach) Max. 8 Hrs.	31	150
Accident Experience:		
Preventable Accidents (Last 12 Mos.)	Not Applicable	5

It will be noted that both in the minimum vehicular volume and interruption of continuous traffic warrants are exceeded by a considerable margin. Because of this, and because this intersection is a major school crossing, it is believed that traffic signals should be installed.

Because of the high traffic volumes and restricted street widths which exist at this intersection a capacity analysis was performed. Copies of the analysis computations are attached hereto. From the analysis, it would be noted that during the morning hours, an excess capacity is available. During the evening peak hour there is a slight capacity deficiency. However, this deficiency is so slight that it is within the accuracy of the basic capacity data. It is anticipated that this intersection will operate successfully with traffic signals.

It is recommended that fully-actuated traffic signals be installed at this intersection. Because of the proximity of the Southern Pacific Railroad tracks on the southerly side of the intersection, it will be necessary that the traffic signals be interconnected with the railroad signals circuit. This installation is estimated to cost $11,000.

VPJ:pk


99W
MIDDLETON - EUGENE HWY.
ARTHUR ST
GARFIELD ST
HAYES ST
GRANT ST
CHAMBERS
FILLMORE ST
ALMADEN
TAYLOR
POLK
TYLER
VAN BUREN
JACKSON
ADAMS
MONROE
MADISON
JEFFERSON
WASHINGTON
LAWRENCE
LINCOLN
CHARNELTON
BROADWAY
PACIFIC HIGHWAY
PACIFIC HIGHWAY
GRANT ST
PIERCE ST
FILLMORE ST
JUNCTION CITY
BLAIR
FAS 219
EUGENE HWY
RAILROAD BLVD.
GRAND ST
CEDAR ST
To Junction City
Central Business District
FAS 229
FERRY LANE
FAS 210
FAI 105
COUNTRY CLUB
FAIRWAY LOOP
S.P. CO. R.R.
99
99
25
36
31
30
32
29
■ State Highway
● Intersection Investigated

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE October 17, 18, 1961

DAY OF WEEK Tuesday & Wednesday

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6AM to 10PM

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6AM to 10PM

WEATHER Clear

CITY OF Eugene, Oregon

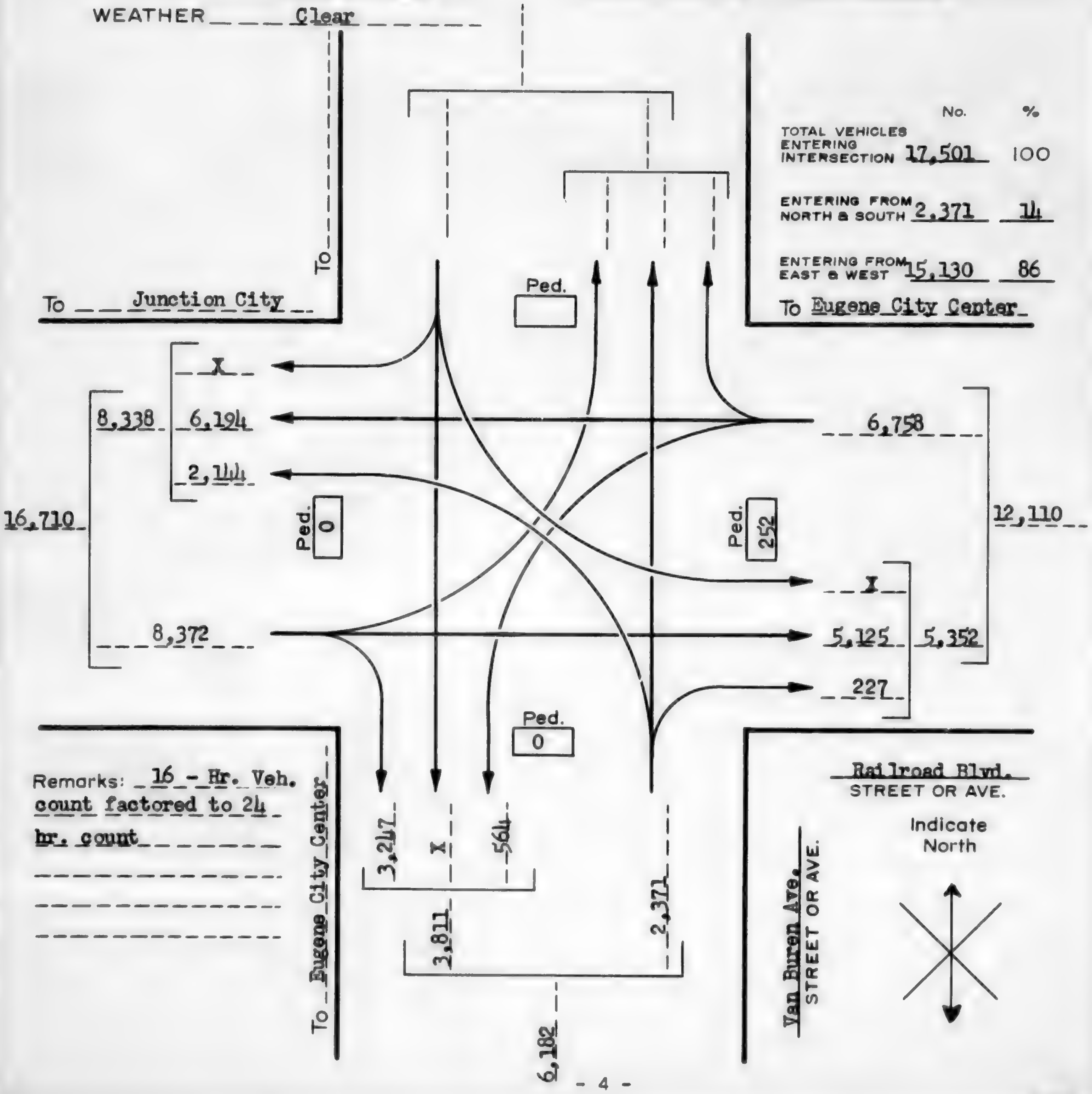
INTERSECTION OF Railroad Boulevard

AND Van Buren Ave.

STATION NO.

CODE NO.

CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	17,501	100
ENTERING FROM NORTH & SOUTH	2,371	14
ENTERING FROM EAST & WEST	15,130	86

Remarks: 16 - Hr. Veh. count factored to 24 hr. count

Railroad Blvd.
STREET OR AVE.

Van Buren Ave.
STREET OR AVE.

Indicate North

12-55

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date October 17, 18, 1961

Day of week Tuesday & Wednesday

Hours counted

Weather

Classification All Vehicles

In

St

Co

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
		SUMMARY BY MOVEMENTS																
A. M.	6:00- 7:00							51	129	26		107	25	338	25	7	313	93
	7:00- 8:00							439	386	39	20	240	92	1216	112	9	1104	91
	8:00- 9:00							301	440	34	17	229	111	1132	128	11	1004	89
	9:00-10:00							239	322	28	6	184	112	891	118	13	773	87
	10:00-11:00							257	272	24	11	222	149	935	160	17	775	83
	11:00-12:00							258	288	30	4	158	134	872	138	16	734	84
P. M.	12:00- 1:00							361	262	36	3	228	151	1041	154	15	887	85
	1:00- 2:00							279	239	37	10	220	147	932	157	17	775	83
	2:00- 3:00							316	228	48	18	192	120	922	138	15	784	85
	3:00- 4:00							515	406	65	35	264	175	1460	210	14	1250	86
	4:00- 5:00							557	656	37	36	203	136	1625	172	11	1453	89
	5:00- 6:00							880	258	31	27	178	145	1519	172	11	1347	89
	6:00- 7:00							333	249	23	5	177	161	948	166	12	782	88
	7:00- 8:00							362	288	22	10	202	119	1003	129	13	874	87
	8:00- 9:00							236	96	10	2	68	68	480	70	15	410	85
	9:00-10:00							247	140	23	2	80	104	596	106	18	490	82
	10:00-11:00																	
	11:00-12:00																	
A. M.	12:00- 1:00																	
	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
24-Hour total								6194	5125	564	227	3247	2144	17501	2371	14	15130	86
16-Hour total								5631	4659	513	206	2952	1949	15910	2155	14	13755	86
___-Hour total																		
Control																		
Factor																		

Van Buren Ave. XX is North and South

Railroad Blvd. XX is East and West

Tabulate

Compute

Checked

Checked

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Eugene, Oregon
Intersection Railroad Blvd. & Van Buren Ave.
Station number
Code number

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	SUMMARY BY LEGS East	SUMMARY BY LEGS West	SUMMARY BY LEGS South	PEDESTRIANS USING CROSSWALKS North	East		West		South	
													S.	O.				
	107	25	338	25	7	313	93											
20	240	92	1216	112	9	1104	91						6	11				
17	229	111	1132	128	11	1004	89						103	1				
6	184	112	891	118	13	773	87							1				
11	222	149	935	160	17	775	83											
4	158	134	872	138	16	734	84						6	1				
3	228	151	1041	154	15	887	85						4	1				
10	220	147	932	157	17	775	83											
18	192	120	922	138	15	784	85						22					
35	264	175	1460	210	14	1250	86						82					
36	203	136	1625	172	11	1453	89							5				
27	178	145	1519	172	11	1347	89							6				
5	177	161	948	166	12	782	88							1				
10	202	119	1003	129	13	874	87							1				
2	68	68	480	70	15	410	85											
2	80	104	596	106	18	490	82							1				
227	3247	2144	17501	2371	14	15130	86		12110	16710	6182							
206	2952	1949	15910	2155	14	13755	86		11009	15191	5620		223	29	0	0	0	0

Tabulated by
Computed by
Checked by
Checked by

outh
Vest

CAPACITY ANALYSIS
Railroad Blvd. & Van Buren Street

Van Buren Street (South):

Intermediate Area
Parking Prohibited
Half-Width = 16 Ft.
Left Turns Considered Thru Movement (Factor = 1.00)
9% Right Turns (Factor = 1.00)
Basic Capacity = 1,800 Vehicles Per Hour of Green
Practical Capacity = 1,800 X 0.90
= 1,620 Vehicles Per Hour of Green

Railroad Blvd. (West):

Intermediate Area
Parking Prohibited
No Left Turns
Separate Right-Turn Lane
11-Ft. Thru Lane
Basic Capacity = 1,000 Vehicles per Hour of Green
(Plus right turns)
Practical Capacity = 1,000 X 0.90
= 900 Vehicles Per Hour of Green
(Plus right turns)

First Avenue (East):

Intermediate Area
Parking Prohibited
No Right Turns
Separate Left-Turn Lane
15-Ft. Thru Lane
Basic Capacity = 1,300 Vehicles per Hour of Green
(Plus left turns)
Practical Capacity = 1,300 X 0.90
= 1,170 Vehicles Per Hour of Green
(Plus left turns)

Signal Time Distribution:

Morning Peak: Street	Peak Hour Volume	Capacity	Factor
Van Buren	128	1,620	0.08
Railroad	440	900	0.50
Total			0.58

Evening Peak:

Van Buren	172	1,620	0.11
First	880	900	0.98
Total			1.09

21-1065 Indian Slough-Freeman Cr. Sec., 1962
Alsea Hwy., E. of Waldport
#6128 (Paving)

RECEIVED
OCT 8 1962
FOR FILING

6129

October 8, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On September 4, 1962, you were notified of the release of final payment on contract #6129, awarded to Morse Bros., for paving the Indian Slough-Freeman Creek Section of the Alsea Highway in Lincoln County.

Final payment on this contract is $1,882.50 and the total contract amount is $62,749.97, including $792.45 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT 21-1065

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 7, 1962

Section Indian Slough - Freman Creek

Kind of work Paving

Highway Alsea County Lincoln

Section prefix 21-1065

Contractor Morse Bros.

Contract number 6129

Date of contract June 29, 1962

Specified work days 45

Date work started July 25, 1962

Work days used 18

Project authorization $67,276.13

Exclusive of engineering $62,492.05

Per cent of time elapsed 40 %

Estimated cost of completed project, exclusive of engineering . . . $63,635.68

Estimated per cent overrun or underrun . . . +1.01 %

Per cent of contract completed, based on estimated cost . . . 100 %

Engineering authorization $4,784.08

Engineering cost to date $3,370.00, 70 %

Date project was completed August 21, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Two men, working part-time, completed semi-final estimate which was sent in to Salem on Friday, September 7, 1962. This will be the final report on this project.

NOTED

CONSTRUCTION DIVISION
RECEIVED
SEP 10 1962

KB

NOTED M. N. JUVE

Signed

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					3.00
Miles partially completed					
Miles completed					3.00
Total estimated quantities (contract)					5300
Total quantities corrected to date					5700
Estimated quantities moved or placed to date					5700
Average daily quantities					250
Average daily quantities necessary to complete project on time					
Number shifts per day					0
Hours per shift					0
Average force on project for week					0

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 5 1962
FOR FILING

[illegible]

6129

August 31, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 21 on Contract 6129. The contract was with Morse Bros. and was for paving on the Indian Slough-Freeman Creek Section of the Alsea Highway in Lincoln County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective August 30, 1962, and that you concur in this procedure at the Commission meeting on September 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw hlb

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JUL 2 1962
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

1065

6129

June 29, 1962

Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6129 for the following project:

Paving the Indian Slough-Freeman Creek Section of Alsea Highway in Lincoln County.

This award was based on your bid of $59,[illegible]1.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

22-1015 Waverly Dr.-R.R. Overcrossing 1962
(Albany) Sec., Albany-Junction
#6130 City Hwy. (Paving)

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 19, 1962

4/30 —

Oregon State Highway Commission

Gentlemen:

Your confirmation for acceptance of the following contracts as previously submitted is requested:

Contract No. [illegible] with [illegible] for [illegible] on the North [illegible], Astoria, [illegible] Section of the Oregon Coast Highway in Clatsop County, accepted November 1[illegible], 1962.

Contract No. [illegible] with [illegible] Paving and Construction Co. for paving on the [illegible] Interchange Undercrossing Section of the [illegible] Junction City Highway in Linn County, accepted November 15, 1962.

Very truly yours,

Forrest Cooper

Forrest Cooper
State Highway Engineer

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NOV 16 1962
FOR FILING

November 16, 1962

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

Contract No. 6130 awarded to Western Paving and Construction Company for paving on the Albany (Waverly Drive-Railroad Overcrossing of the Albany-Junction City Highway in Linn County was completed on September 20, 1962, and accepted by the Highway Commission on November 13, 1962.

Final payment, in the amount of $1,632.70 will be released to the contractor after November 26, 1962. The total contract amount is $55,291.93 including $866.65 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: Western Paving & Construction Company
P. O. Box 262
Albany, Oregon

Seth Leavens Agency
600 Jackson Tower
Portland 5, Oregon

Mr. C. H. Maison

RECEIVED
NOV 16 1962
FOR FILING

November 15, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 20 on Contract 6130. The contract was with Western Paving & Construction Company and was for paving on the Waverly Drive-Railroad Overcrossing (Albany) Section of the Albany-Junction City Highway in Linn County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 13, 1962, and that you concur in this procedure at the Commission meeting on November [illegible].

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young

RLP:ajw bbc

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 29, 1962

Section Waverly Drive - R.R. O'xing (Albany)

Kind of work paving

Highway Albany-Jct. City County Linn

Section prefix 22-1015

Contractor Western Paving & Const. Co.

Contract number 6130

Date of contract Junee 29, 1962

Specified work days 45

Date work started July 19, 1962

Work days used 43

Project authorization $54,905.63

Exclusive of engineering $51,001.23

Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering $55,291.93

Estimated per cent overrun or underrun +7.8 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $3,904.40

Engineering cost to date $3,000.00, 75 %

Date project was completed Sept. 20, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi final estimate submitted to the Division office on Thursday.

NOTED
R. L. PORTER

Project complete.

Final report.

1 1962

KB CB

Signed

Address 3400 Spicer Road, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

under seal

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				1.27	1.27
Miles partially completed					
Miles completed				1.27	1.27
Total estimated quantities (contract)				250	4,500
Total quantities corrected to date				443	3630
Estimated quantities moved or placed to date				443	3630
Average daily quantities				28	280
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Showers		
Saturday			

RECEIVED
SEP 28 1962
FOR FILING

6130

Salem, Oregon
September 27, 1962

Increase in Authorization

M. H. Hoover
Resident Highway Engineer
OFFICE

This is to advise you that at its meeting on September 20, 1962, the State Highway Commission approved an increase of $12,100.00 in project authorization for Contract No. 6130, Waverly Drive-Railroad Overcrossing (Albany) Section in Linn County.

The new authorization for construction is $67,005.43. This amount should be used on all future reports.

LAH
L. R. Young
Office Engineer

DBP;mp

cc: J. D. Walker

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[illegible] 1962
FOR FILING
6130

August 30, 1962

Oregon State Highway Commission

Gentlemen:

Re: Overrun of Project Authorization
Waverly Dr.-RR Overcrossing (Albany)
Albany-Junction City Highway
Contract No. 6130

An overrun of the original project authorization for Contract 6130, the Waverly Drive-Railroad Overcrossing (Albany) paving project on the Albany-Junction City Highway in Linn County, is anticipated. The contractor on this project is Western Paving & Construction Company of Albany.

The rough slabs of the existing portland cement concrete pavement were leveled and stabilized by pumping heavy asphalt under the slabs through holes drilled in the pavement. This operation required considerably more asphalt than had been anticipated due to the fact that the voids under the slabs were larger than was expected.

The original project authorization was $54,905.63. The present anticipated cost is $67,000, indicating an overrun of approximately $12,100 or 22 per cent.

This request for an additional authorization will be presented to you at the September 20 meeting and I recommend your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. L. Porter
CHB:jp hlb

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NOV 20 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Waverly Drive - RR O'Xing (Albany) Date August 16, 1962

Highway Albany - Junction City Contract No. 6130

County Linn Kind of Work Paving Contractor Western Paving & Const. Co.

Contract Amount $ 47,305.00

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
Drilling Holes	+1,285	0.30	385.50
10-25 Asphalt	+193.83	65.00	12,598.95

Minor items, unitemized algebraic total 0

Subtotal $ 12,984.45

Approved work orders (Price, extra work and state force orders) $ 1,419.56

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
EWO# 2 Signing	50.00

Minor items, unitemized algebraic total 0

Subtotal $ 50.00

Authorization for engineering $ 3,904.40

Expected over-run or under-run of engineering authorization $ 0

Costs not included above (explain) Remove AC Markers $200.00 done on section maintenance - 200.00

Allowance for future contingencies (52 % of work remaining) (54,234.41) $ 1,540.55

Credits to come from transfers and deductions $ 0

Present estimate of project cost $ 67,003.96

Brief Statement of principal causes of over-run:

The extra holes and asphalt required to fill the voids under the existing PCC pavement.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 54,905.63
Present estimate of project cost	$ 67,003.96
Expected over-run (Amount)	$ 12,098.33
Expected over-run (per cent)	22

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

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JUL 2 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6130

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1962

Western Paving & Construction Co.,
P. O. Box 262
Albany
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6130 for the following project:

Paving the Waverly Drive-RR Overcrossing Section (Albany) of the Albany-Junction City Highway in Linn County.

This award was based on your bid of $47,305.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
MAR 15 1962

3-12-62

LOCATION PROSPECTUS
WAVERLY DRIVE-S.P.R.R. OVERCROSSING
ALBANY-JUNCTION CITY HIGHWAY
LINN COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Albany-Junction City Highway which is a State Primary facility on the Federal-aid System. The northerly terminus is at Waverly Drive, Station 360+40, M.P. 0.88. The southerly terminus is near the S.P.R.R. Overcrossing Station 427+20, M.P. 2.14. The overall length of the survey is 1.27 miles.

This will be a location survey to prepare plans, specifications and estimates for surfacing on the existing alignment. The entire project lies within the city limits of Albany.

The information covered by a customary prospectus is not applicable to this project. This prospectus is for the stabilization of existing concrete slabs and the resurfacing of an existing highway.

Soils investigations, drainage studies and economic analysis are not needed on this project.

Characteristics are as follows:

		1960	1980
ADT (North end)		9,800	16,000
ADT (South end)		16,500	26,000
Rise and Fall	47'		
Maximum Grade	3.7%		
Central Angle	17°53'		
Maximum Curvature	2°		

There will be no changes to the existing typical sections. The existing highway constructed in 1939 consists of the following typical sections:

Station	
360+00 - 383+00	4-11' lanes, 4' Med, 8' Shoulders, No Curbs
383+00 - 419+25	4-11' lanes, 4' Med, 8' Parking, With Curbs
419+25 - 427+20	2-11' lanes, 2-12' Lanes, 4' Med, With Curbs

The existing portland cement concrete slabs will receive an underseal of asphaltic cement applied through drilled holes under a specified minimum pressure. After stabilization and leveling of concrete slabs, a minimum of 1-1/2 inches of asphaltic concrete will be applied over the full width of 64 feet where there are no curbs and between existing curbs on remaining sections.

NOTED
FORREST COOPER

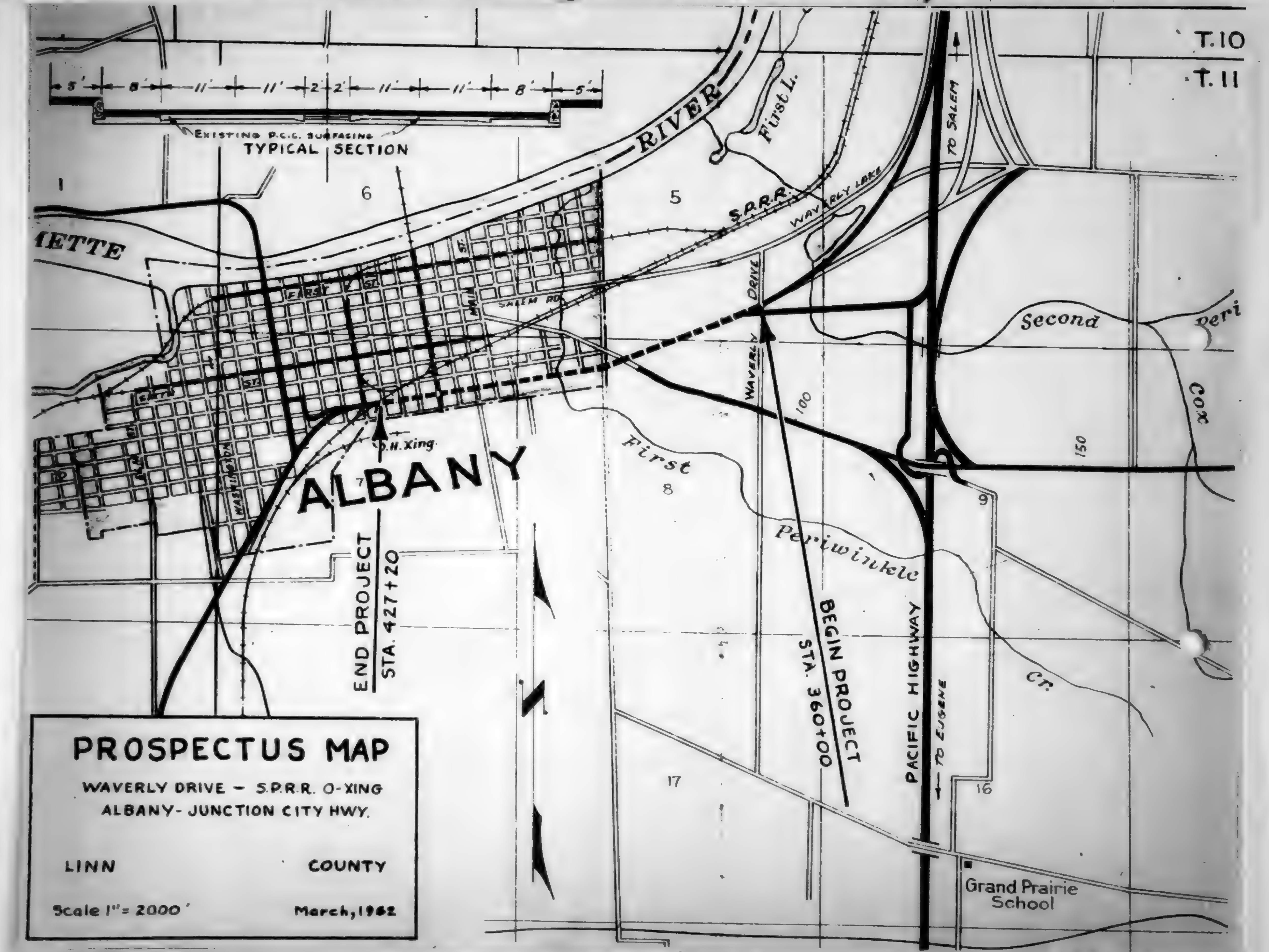
There are no changes in access. No State parks or roadside rest areas are affected by this project.

March 12, 1962

Attachment

cc: Forrest Cooper
G. S. Paxson (2)
R. L. Porter
Victor D. Wolfe
Tom Edwards
F. D. Morgan
J. D. Walker
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
F. B. Klaboe
Ivan Merchant (3)
J. W. Nash
C. G. Polk
Fred Sugnet
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
MAR 15 1962
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS MAP

WAVERLY DRIVE – S.P.R.R. O-XING
ALBANY - JUNCTION CITY HWY.

LINN COUNTY

Scale 1" = 2000'

March, 1962

23-3422 Maintenance Building in City 1962
of Ontario
#6131

C99 [illegible] 75

RECEIVED
MAR 6 - 1963

FOR FILING

[illegible]

6131

March 5, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On December 6, 1962, we wrote to you concerning release of final payment on contract #6131, awarded to David G. Dorsey, for construction of the Ontario Maintenance Building in Malheur County.

Final payment on this contract is $4,403.58 and the total contract amount is $45,425.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. David G. Dorsey
312 North 5th Avenue, Box 1
Caldwell
Idaho

cc: C. H. Maison
Attn.: John Herr

RECEIVED
DEC 5 1962
FOR FILING

[illegible]

6131

December 4, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed November 26 on Contract 6131. The contract was with David G. Dorsey and was for work on the Ontario Maintenance Building in Malheur County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 26, 1962, and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

cc Floyd Query
G. S. Paxson
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
JAN 7 1964

"FOR FILING"

[illegible]

6131

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1962

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

OFFICE

David G. Dorsey completed work on the Ontario Maintenance Building, Contract No. 6131, in Malhuer County on November 26, 1962. This contract is ready for acceptance by the Commission.

This is a State contract and does not require final inspection nor concurrence in acceptance by the Bureau of Public Roads.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: Floyd Query
D. B. Parkes

RECEIVED
DEC 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
9 1962
FOR FILE

6131

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1962

To: Mr. D. E. Parkes
Contract Payments

OFFICE

SUBJECT:

David G. Dorsey began work on the Ontario Maintenance Building in Malheur County, Contract No. 6131, on August 6, 1962.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUL 2 1962
FOR FILING

FORM E-128

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6131

June 29, 1962

Mr. David G. Dorsey
P. O. Box 1
Caldwell
Idaho

Dear Sir:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6131 for the following project:

Construction of Ontario Maintenance Building in Malheur County.

This award was based on your bid of $48,425.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

de

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
FEB 23 1962
FOR FILING

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 2, 1962

SUBJECT: Ordinance No. 1313
City of Ontario

Mr. I. A. DeFrance
Maintenance Engineer
Salem

Attention: E. F. Chidsey

Attached, hereto you will find a copy of Ontario City Ordinance No. 1313 pertaining to cost of water connections and water out side the City Limits of Ontario. This order number is the one that was sent to you by teletype following your verbal request at the Division Engineer's meeting.

A. F. Parson
Division Engineer

by H S Coulter
H. S. Coulter
Assistant Division Engineer

HSC:gb

NOTED
E. F. Chidsey

FOR FILE

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
January 31, 1962

Agenda Item 4-1
Ontario Office Building
Water supply

Mr. A. F. Parson
Division Engineer
State Highway Department
P.O. Box 908
La Grande, Oregon

Attention: Mr. H. S. Coulter
Ass't. Division Engineer

In compliance with your request we are sending you one executed copy of a Memorandum Agreement with the City of Ontario to provide water service to the Ontario Building site which is located outside the city limits.

Two fully executed copies of the above agreement have been sent to the City of Ontario.

Secretary

rn
Attach: 1

P.S. A fully executed copy of the above agreement has been retained in this office for the Commission's files.

RECEIVED
N 12 1962
FOR FILING

[illegible]

6151

January 12, 1962

Oregon State Highway Commission

Gentlemen:

Our building site at Ontario is outside the city limits. The City has historically provided water service to facilities outside the city limits, subject to the stipulation that the user pay the cost of installation of the main and the meter required for service and to pay a 50 per cent premium over city rates for the water used. The potato processing plant immediately north of our building is served under the same regulations.

Investigations were carried on concerning securing of water from a well. Shallow wells in this area are erratic and uncertain due to the fluctuating water table and deep wells have a rather high and objectionable sulpher content. The City has proposed an agreement wherein the State Highway Department will assume the cost of laying a 4-inch line from the nearest city service approximately one-quarter mile distant. The cost will be approximately $4,000.

We recommend your approval of this item and the granting of authority to the Secretary to sign the agreement.

This matter will be on the agenda for the January 19 meeting.

Very truly yours,

P. M. Stephenson
Acting State Highway Engineer

cc Mr. Tom Edwards
TE:jw ms

MCE LAG 57 1-10-62 851A

TOM EDWARDS

AS PER OUR TELEPHONE CONVERSATION THIS DATE THE FOLLOWING IS A TABULATION OF THE COSTS OF THE VARIOUS ASPECTS OF WORK TO PROVIDE WATER TO OUR NEW OFFICE BUILDING IN ONTARIO.

1350' - 4" MAIN - AT $1.30	$1,755.	
1 - ONLY 2" METER	355.	
1 - ONLY FIRE HYDRANT	200.	
CONN. TO 12" MAIN	190.	
1 - ONLY STREET ELL	40.	
1350' TRENCH(BID OF $0.43) FOR 4" LINE	580.	
500' - 2" DISTRIBUTION LINE AT $1.00		500.
TRENCH FOR 2" LINES	250.	
TOTAL	$3,870.	

H S COULTER
GB

FORM E-90 80M 3-61 84887

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 9, 1962

SUBJECT: Water Supply
Ontario Office Building

To:

Mr. Tom Edwards
Asst. State Highway Engineer
Salem

As per our telephone conversation, this date, the following is a tabulation of the costs of the various aspects of work to provide water to our new office building in Ontario.

1350' - 4" Main - @ $1.30	$1,755.
1 - only 2" meter	355.
1 - only Fire Hydrant	200.
Conn. to 12" Main	190.
1 - only Street Ell	40.
1350' Trench(bid of $0.43)for 4" Line	580.
500' - 2" Distribution Line @$1.00	500.
Trench for 2" Lines	250.
	$3,870.

On November 22nd I wrote a letter to the City of Ontario proposeing some kind of a scheme whereby we could recover some of the cost of installing this water main. A reply from Mr. John Lesher, City Superintendent indicated that this would not be possible. According to Ontario City Ordinances as well as the thinking of the City Council indicated that any construction costs involved to obtain City water outside of the City Limits should be borne by the persons initiating the service. At that time they offered two alternate suggestions outlined in a letter from this office to the Maintenance office, dated December 4, 1961. The alternate to provide a fire hydrant at our site costs some $750. more than our original plan.

I am attaching copies of this correspondence so that you have have a fair picture of what has transpired to date.

A. F. Parson
Division Engineer

by H S Coulter

H. S. Coulter
Assistant Division Engineer

NOTED
TOM EDWARDS

RECEIVED
JAN 12 1962
OFFICE OF
STATE HIGHWAY ENGINEER

HSC:gb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 22, 1961

SUBJECT

To:

Memo

On December 20th, I contacted John L. Lesher, Ontario City Superintendent and requested that he ave the City Attornies prepare a contract for approval of Plan 3, as outlined in my letter of December 4th.

Mr. Lesher advised that the City Forces were tied up and could not install the water main for at least sixty days. I asked McComb to investigate various methods and work up an estimate for installing the water line with State Forces. The city will be glad to furnish any materials at cost. It might be advantageous even to wait two or three months and have the City Forces install the water line. Whether or not the water would be needed in the building before then I do not know. McComb is also going to contact Malheur County for a permit or permission to install the water line from a 12" main along Sunset Road.

H. S. Coulter
Assistant Division Engineer

HSC:gb

cc Mr. R. F. Chidsey
Mr. O. G. McComb

13-3421

NOTED
C. D. GANNON

NOTED
A. [illegible]

La Grande, Oregon
December 4, 1961

Water Main
Ontario Office Building
Contract No. 5996

Mr. E. F. Chidsey
Assistant Maintenance Engineer
Salem

Attached, hereto, you will find a letter from Mr. John L. Lesher, Ontario City Superintendent has written in answer to my letter of November 22, 1961, a copy of which was sent to your office. Every indication is that nothing could be gained by further contact with the city.

As mentioned previously, it is impractical to develop a water system of our own. Deep wells have a sulfur condition in the water that is next to impossible to correct. Shallow wells depend upon seepage from the river and numerous wells have gone dry in this area. In addition it would be necessary to install a chlorination system to kill the bugs in the water. The resultant taste in the water would not be good. The system itself should be large enough to provide ample water for fire protection and it has been suggested that a by-pass system be installed around the chlorination system for these fire lines. All these facets of a possible private water system convince us of the need to provide city water to our property.

Mr. Lesher, in his letter, proposed two types of service connection. We do not believe either of these is as desirable as the system proposed in our letter of November 16th. The first would cost some $850 more and the second would not allow a fire hydrant connection. For these reasons and in view of the reluctance of the city to approve an agreement similar to that outlined in my November 22nd letter it is our recommendation that an agreement be made with the city for the installation of water system as outlined in the letter dated November 16th from this office. This would involve payment by the State for all work in connection with the installation of a 4" line from the 12" main to north side of our property at which point a fire hydrant would be installed and a 2" meter for servicing both our new office building and proposed new maintenance headquarters.

Due to the policy decision by the Ontario City Council whereby they shall not directly or indirectly become an agent for the recovery of construction costs of a water line out side the city limits it probably will not be possible for us to recover even a portion of the cost of this line.

The City of Ontario has made several similar installations in recent time whereby the person or corporation who initially ordered the service has paid all the cost of this initial installation. Even if the city wished to install a 6" main instead of the 4" line needed for our use at no additional cost to the State I would be in favor of allowing the installation.

Do you wish this office to have the City of Ontario forward a contract for approval of one of the three plans? The following is a tabulation of the costs for each of these plans. Cost from 12" main to our property line.

Plan No. 1

4" line w/4" meter at 12" main - Connection on N. Property line.

Line	$1755
Meter	1195
Connect to main	190
Street Ell	40
Fire Hydrant	200
Trenching	1350
Total	$4730

Plan No. 2

No Fire Hydrant
Connection on west property line

Line	$1040
Meter	355
Connects to main	190
Trench	800
Additional service Lines	200
Total	$2585

Plan No. 3

4" Line w/2" meter at north Property Line

Line	$1755
Meter	355
Main Connect	190
Street Ell	40
Fire Hydrant	200
Trenching	1350
Total	$3890

Water line nominal 3' depth
Permission from County

We recommend Plan No. 3. Plan No. 2 has no provision for a fire hydrant and we can see no reason for paying over $800 just to avoid our installation benefitting other property in the area.

A. F. Parson
Division Engineer

By S Coulter

E. S. Coulter
Assistant Division Engineer

Encl.

[illegible] THE CAPITAL OF EASTERN OREGON

ONTARIO, OREGON

DEC 1 [illegible]

November 30, 1961

Mr. H. S. Coulter, Assistant Division Engineer
State Highway Department
LaGrande, Oregon

Dear Mr. Coulter:

I am in receipt of your letter of November [illegible], outlining the State's proposal for obtaining City water service at the new State Building east of the Interstate [illegible].

After reviewing this [illegible] with our City Water Supt., we don't feel that this proposal would be acceptable for the following reasons.

1. Recent [illegible] decisions by the [illegible] Council indicate that the City shall not either directly or indirectly become an agent for the recovery of construction costs of new water line extensions laid by private parties outside the City Limits. I assume that you would ask the City to collect any future connection's share of these costs.
2. Both the ordinance concerning this matter and the thinking of the Council indicates that any construction costs involved to obtain City water [illegible] the City Limits should be borne by the persons [illegible] desiring this service.

In view of the [illegible] State's [illegible] laying a six inch line in view of your [illegible] line was only to avoid any future duplications of water line installations in that area, it is thought that [illegible] is to revert back to your original request for a four inch service line. [illegible] suggest that one of [illegible] types of service connections be used for the building.

1. A four inch service line to be metered at the twelve inch main with a four inch [illegible] meter. The connection charge for this meter would be [illegible] as against $[illegible] for a [illegible] inch meter. [illegible] future connections to this [illegible] be made only with the express permission of the City. [illegible] connection would be allowed.

2. A four inch service line to be metered near the point of delivery to the building and metered with a size of meter required. No future unmetered connections would be approved and any future metered connections would be made only with the express permission of the City. No fire hydrant connection would be allowed.

I believe you can understand the City's desire to control all connections to the system and not delegating any part of it to another agency. Therefore, this four inch line would have to be treated as a service line only. In most cases this would prohibit the connecting of any other services to this line.

As it has been previously pointed out, the City does not normally allow connections to the water system outside of the City. Exceptions are made in specific cases, such as the State's and an agreement will be entered into to provide this service. If one of our proposals is acceptable, please advise me. A contract will be forwarded, for the [illegible] appropriate signatures, based on the accepted proposal. Water would then be furnished at 150% of the established rate for City customers, which is prescribed by ordinance.

I hope that this rather lengthy letter will serve to reduce future correspondence on this matter and to also bring closer the date when our water service for the building would be available.

Yours truly,

John W. [illegible]
[illegible] Superintendent
City of Ontario

[illegible]/[illegible]
cc/file

I-80N-5(7) Irrigon Jct. Interch. Sign- 1962
166 ing Instal., Old Oregon Trail-
#6132 Columbia River Hwys.

RECEIVED
DEC 2 - 1963
FORM 8-90
FOR FILING

[illegible]

6132

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Irrigon Junction Interchange

HIGHWAY Old Oregon Trail & Columbia River US30 & I-80-N

CONTRACT NO. 6132 GUARANTEE NO. IV

CONTRACTOR Electrical Products Corporation

MANUFACTURER California Metal Enameling Company
6904 E Slauson Ave.
Los Angeles, Calif

DATE MANUFACTURED Oct. 1962

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE
1 *	S 145	247+50	73- 32 UMATILLA SPOKANE	Excessive spalling of bottom panel

* Previously reported to your office May 3, 1963.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer

RECEIVED
NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
OCT 16 1963
FOR FILING
N-5(7)166
6132

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 8, 1963

California Metal Enameling Co.
6904 E. Slauson Avenue
Los Angeles, California

Re: Replacement of
Defective Porcelain
Enamel Signs

Gentlemen:

We are advised that three porcelain enamel signs of your manufacture, located on the Irrigon Juction Interchange Section of Old Oregon Trail Highway, Interstate 80N, and Columbia River Highway, US30, have proven defective as shown by spalling, contrary to the provisions of your guarantee. These signs were manufactured in October 1962 and were installed by Electric Products Corporation of Oregon, under Contract No. 6132, and are further identified as follows:

Message	Station
730-32 UMATILLA-SPOKANE	247+50
730-32 IRRIGON	286+50
JUNCTION-80N-30-1 MILE	161+00

This letter constitutes a formal demand that you replace the defective signs above designated, without expense to the State of Oregon, pursuant to your guarantee.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Tom Edwards
F. B. Crandall
E. S. Hunter
R. N. Bothman
F. D. Morgan
A. F. Parson
L. I. Lindas
Electric Products Corp. of Oregon

NOTED
TOM EDWARDS

RECEIVED
MAY 10 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

Section	Irrigon Junction Interchange
Highway	Old Oregon Trail & Columbia River Hwys., I-80-N & US 30
Contract No.	6132 Guarantee No. VI
Contractor	Electric Products Corporation of Oregon
Manufacturer	California Metal Enameling Co. 6904 E. Slauson Ave. Los Angeles, California
Date Manufactured	October 1962

Sign No.	TED Dwg. No.	Station	Message	Failure
1	S 145	247+50	730-32 UMATILLA-SPOKANE	Spalling
2	S 145	286+50	730-32 IRRIGON	Spalling
7	S 145	161+00	JUNCTION-80N-30-1 MILE	Spalling

L. E. George

L. E. George
Sign Engineer

LEG:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. V

RECEIVED
MAY 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
MAR 20 1963

FOR FILING

7 [illegible]

6132

March 19, 1963

American Insurance Co.,
McLaughlin Bldg.,
1228 SW Columbia
Portland 1, Oregon

Gentlemen:

On February 27, 1963, we wrote to you concerning release of final payment on contract #6132, awarded to Electrical Products Corp. of Oregon, for signing installation on the Irrigon Jct. Interchange Section of the Old Oregon Trail and Columbia River Highways in Morrow County.

Final payment on this contract is $434.62 and the total contract amount is $8,476.48. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oregon
P. O. Box 1109
Portland 1, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
FEB 27 1963

FOR FILING

7 [illegible] (7) [illegible]

6132

February 25, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed January 17 on Contract 6132. The contract was with the Electrical Products Corporation of Oregon and was for work on the Irrigon Junction Interchange signing installation on the Old Oregon Trail and Columbia River Highways in Morrow County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 25, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

RECEIVED
JAN 7 1964

FOR FILING

6132

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Feb. 21, 1963

SUBJECT:

To: P. M. Stephenson

Electrical Products Corp. of Oregon completed work on Irrigon Junction Interchange signing installation, Contract No. 6132 on the Old Oregon Trail & Columbia River Highways in Morrow County on January 17, 1963. This contract is ready for acceptance by the Commission.

This is a Federal Aid Project; contract work has been inspected and accepted by the Bureau of Public Roads officials.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:al

CC: Accounting Division
L. H. Young
H. S. Cox
D. B. Parkes
Floyd Query

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1963
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OCT 22 1962
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6132

October 17, 1962

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Re: Irrigon Jct. Signing
Contract No. 6132
FAP No. I-80N-5(7) 166

Dear Mr. Parsons:

Electrical Products Corp of Oregon began work on the Irrigon Junction Signing Installation on the Old Oregon Trail and Columbia River Highway in Morrow County, Contract No. 6132, FAP No. I-80N-5(7)166, on August 2, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
D. B. Parkes
J. W. Nash

NOTED
FLOYD QUERY

RECEIVED
OCT 22 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6132

October 17, 1962

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Re: Irrigon Jct. Signing
Contract No. 6132
FAP No. I-80N-5(7) 166

Dear Mr. Parsons:

Electrical Products Corp of Oregon began work on the Irrigon Junction Signing Installation on the Old Oregon Trail and Columbia River Highway in Morrow County, Contract No. 6132, FAP No. I-80N-5(7)166, on August 2, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
D. B. Parkes
J. W. Nash

NOTED
FLOYD QUERY

FORM E-13 X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6132

September 6, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Mr. Baird French of your Portland office, called recently stating that Mr. Robert Nelson of the Traffic Safety Supply Company, had contacted him in regard to sign contracts awarded to the Electrical Products Corp.

Mr. Nelson stated that the Electrical Products Corp. was acting as a broker and was subcontracting all or a substantial part of the sign contracts. In checking into this matter, we have found that six sign contracts have been awarded to the Electrical Products Corp. Three such contracts, the Judkins Point Interchange Section Signing Contract, Project No. I-5-4([illegible])195; 6042 the Judkins Point-Cottage Grove Section Signing Contract, Project Nos. I-5-3(26)175 and I-5-3(38) 6093 190; and the Irrigon Junction Interchange Section Signing Contract, Project No. I-80N-5(7)164, have no registered subcontractor.

In three contracts there were registered subcontractors. The Sundial-Rooster Rock Section Signing Contract, Project Nos.
5549 I-80N-2(7)15 and I-80N-1(11)14, in the amount of $32,353.41 had two subcontractors. This was for the installation of steel and wood posts in the amount of $3,648.37 and to furnish and drive piling in the amount of $1,755, which was a total of 17 percent of the over-all contract price.

The Olds Ferry-Idaho Line Section Signing Contract, Project Nos. I-80N-8(9)351 and I-80N-8(8)372, in the amount of $56,699.77 had
5596 two subcontractors. The electrical work was subcontracted for a total of $500 and the installation of signs and sign supports for $7,644.93. The subcontracts amount to 14 percent of the total contract price.

The Washington County Line-Highlands Interchange Section Illumination and Signing Contract, Project Nos. F-318(6) and U-318(4),
743 in the amount of $59,622.58, had one subcontract. This was for the sign structures at $17,238.10, or a total of 28.9 percent of the over-all contract price.

Based upon these data, it does not appear that Electrical Products Corp. has been in violation of the provision of the specifications, which requires that subcontracts not exceed 50 percent of the over-all contract cost.

We attach for your information a list of sign contracts wherein either the Electrical Products Corp. or the Traffic Safety Supply Company have been involved. You will note that the Traffic Safety Supply Company (Mr. Robert Nelson) has been the sign supplier on the greatest bulk of signs furnished.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

Attachment

cc Forrest Cooper ✓
G. S. Paxson
F. B. Crandall

RECEIVED

FORM E-30 50M 11-61 40220

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

6132

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. RECEIVED	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	STATE Oregon
PROJECT REPORT NO. 1962 FOR FILING		COUNTY Morrow
		PROJECT NO. I-80N-5(7)166

6/5/62

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80, 4 mi. E. to 5 mi. E. of Boardman

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-5-62	1.043
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 10,879.00	$ 10,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______

ASSISTANT State Highway Engineer
(Title)

By ______

______
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

LR Backlund

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer August 7, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal-Aid
Project No. I-80N-5(7)166

IRRIGON JUNCTION INTERCHANGE SECTION OF THE COLUMBIA RIVER AND OLD OREGON TRAIL HIGHWAYS IN MORROW COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 16, 1962

Type Code Y002
Traffic Signs (Sta. 240+91.97 to Sta. 296+00)(Contract 6132)

Furnish 8" HP 36# Steel Piling	136 lin.ft.	$ 5.19	$ 705.84
Drive Steel Piling	11 only	100.00	1,100.00
Metal Sign Posts	All Required		550.00
Wood Sign Posts	All Required		1,190.00
Type "A" Signs in Place	544 sq.ft.	6.23	3,389.12
Type "C", "D" and "R" Signs in Place	604 sq.ft.	3.75	2,265.00
Type "E", "F", "G" and "H" Signs in Place	89 sq.ft.	6.24	555.36
Type "P" Signs in Place	10 sq.ft.	3.47	34.70
			$ 9,790.02
Flagging (57½% of Contractor's Cost)	All Required		$ 100.00
	Subtotal		$ 9,890.02
	10% Engr. & Cont.		988.98
	Total		$10,879.00

Length of Project - - - - - 1.043 Miles
Cost of Project Per Mile- - $10,430.48

Federal Funds -	$10,000.00
State Funds -	879.00
	$10,879.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80N-5(7)166

IRRIGON JUNCTION INTERCHANGE SECTION OF

THE COLUMBIA RIVER AND OLD OREGON TRAIL

HIGHWAYS IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 18, 1962

Type Code Y002
Traffic Signs (Sta. 240+91.97 to Sta. 296+00)

Furnish 8" B.P. 36# Steel Piling	136	Lin.ft.	$ 5.30	$ 720.80
Drive Steel Piling	11	Only	65.00	715.00
Metal Sign Posts	All	Required		735.00
Wood Sign Posts	All	Required		1,150.00
Type "A" Signs in Place	544	Sq.Ft.	7.20	3,916.80
Type "C","D" and "H" Signs in Place	604	Sq.Ft.	3.75	2,265.00
Type "E","F","G"and "M" Signs in Place	89	Sq.Ft.	4.35	387.15
Type "P" Signs in Place	10	Sq.FT.	7.50	75.00
				$9,964.75
Flagging (57½% of Contractors Cost)	All	Required		$ 100.00
	Subtotal			10,064.75
	10% Engr. & Cont.			1,006.25
	Total			11,071.00

Length of Project 1.043 Miles

Cost of Project Per Mile $10,614.57

Federal Funds -	$10,100.00
State Funds -	971.00
	$ 11,071.00

RECEIVED
JUL 2 1962
FORM E-123
FOR FILING

6132

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 29, 1962

Electrical Products Corp. of Oregon
P. O. Box 1109
Portland 7
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6132 for the following project:

Irrigon Jct. Interchange Signing Installation on the Old Oregon Trail and Columbia River Highways in Morrow County.

This award was based on your bid of $9,790.02 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
[illegible] 1962
FOR FILING

6132

477 Cottage Street NE
Salem, Oregon

June 29, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-5(7)166, Irrigon Junction Interchange
Old Oregon Trail and Columbia River Highway (Signing)

As requested in your letter of today advising that all rights of way or rights of entry for the above project have been acquired, we hereby concur as of this date in award of contract No. 6132 to Electrical Products Corporation of Oregon, Portland, Oregon, low bidder in the amount of $9,790.02 at the June 27, 1962 bid opening.

original To Young
7-3-62

FORM CD-121
(9-22-59)

UNITED STATES VERNMENT

Memorandum

U.S. I ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 5, 1962

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: ME Martin [illegible]
M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Project I-80N-5(7)166
Irrigon Jct. Interchange Section of the
Old Oregon Trail and Columbia River Highways

We have today approved the P. S. and E. documents for the above project which provides for the furnishing and installation of roadway signs.

This is to authorize your advertising for bids.

Authorization is given with the understanding that the following changes will be made:

Eliminate Sign No. 3
Alter Sign No. 8 to show nomenclature on both sides
Alter Sign No. 10 to indicate "DEAD END", only.

Authorization is given with the further understanding that prospective bidders will be advised by letter of the above required changes.

RECEIVED
JUN 6 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

FORM 2-30 DCM 6-61 36661

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
April 23, 1962

SUBJECT: Contract Signing Project
Boardman Junction-Irrigon Section
I80N

To:

Ivan D, Merchant
Bridge Engineer
BUILDING

There are attached plans, Special Provisions and quantity sheets on the above mentioned section of I80N. There is some apprehension in the Construction Division as to an early opening of this project. We are, therefore, submitting the attached material now in order that you might have it on hand to coordinate the letting of this project with the completion of the overall project. The work day count for the project should be adjusted accordingly, down to a minimum possible work day count of 45 days.

It might be mentioned that this project has been programmed and does have the approval of the Bureau.

The grading and paving title sheet for this section is on file in the Road Design drafting room and may be used as the title sheet for this project. For this reason you will not find any title sheet in the attached material. Shown on the plan sheet are the proper detail sheet numbers available from the blueprint room which should be included as a portion of the contract plan. Since these are available as standards, the detail sheets are not included in the attached material.

J Al Head

J. Al Head
Asst. Traffic Engineer

LEG:mgm
Attachment
cc: Tom Edwards
Frank Morgan
A. F. Parsons

NOTED
TOM EDWARDS

RECEIVED
APR 26 1962
OFFICE OF
STATE HIGHWAY ENGINEER

I-5-6(35) Enfield Interch., E. Bank 1962
[illegible] Freeway Sec., Pacific Hwy.
#133 (Struc. "[illegible]") Illum.& Signals

RECEIVED
OCT 10 1963

10-62 46823

FOR FILING

6133

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
October 2, 1963

SUBJECT: Banfield Interchange and #6133
Shaver-Morrison Bridge Section # 6218

To: Mr. F. D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

Our latest analysis of the opening date for these projects results in a prediction of about December 1, 1963. It will probably evolve that the connections between the Banfield and the north section of the Eastbank will be opened a short time before the connections between the Banfield and the Morrison Bridge Section.

It is our estimate that the main line structure in the Banfield Interchange will still be opened about July 1 of 1964.

So that there will be no confusion, I enclose a sketch map outlining exactly what portions of these projects we are talking about.

We will keep you advised of any changes in this prediction as they occur.

Original Approved by F. B. Klaboe

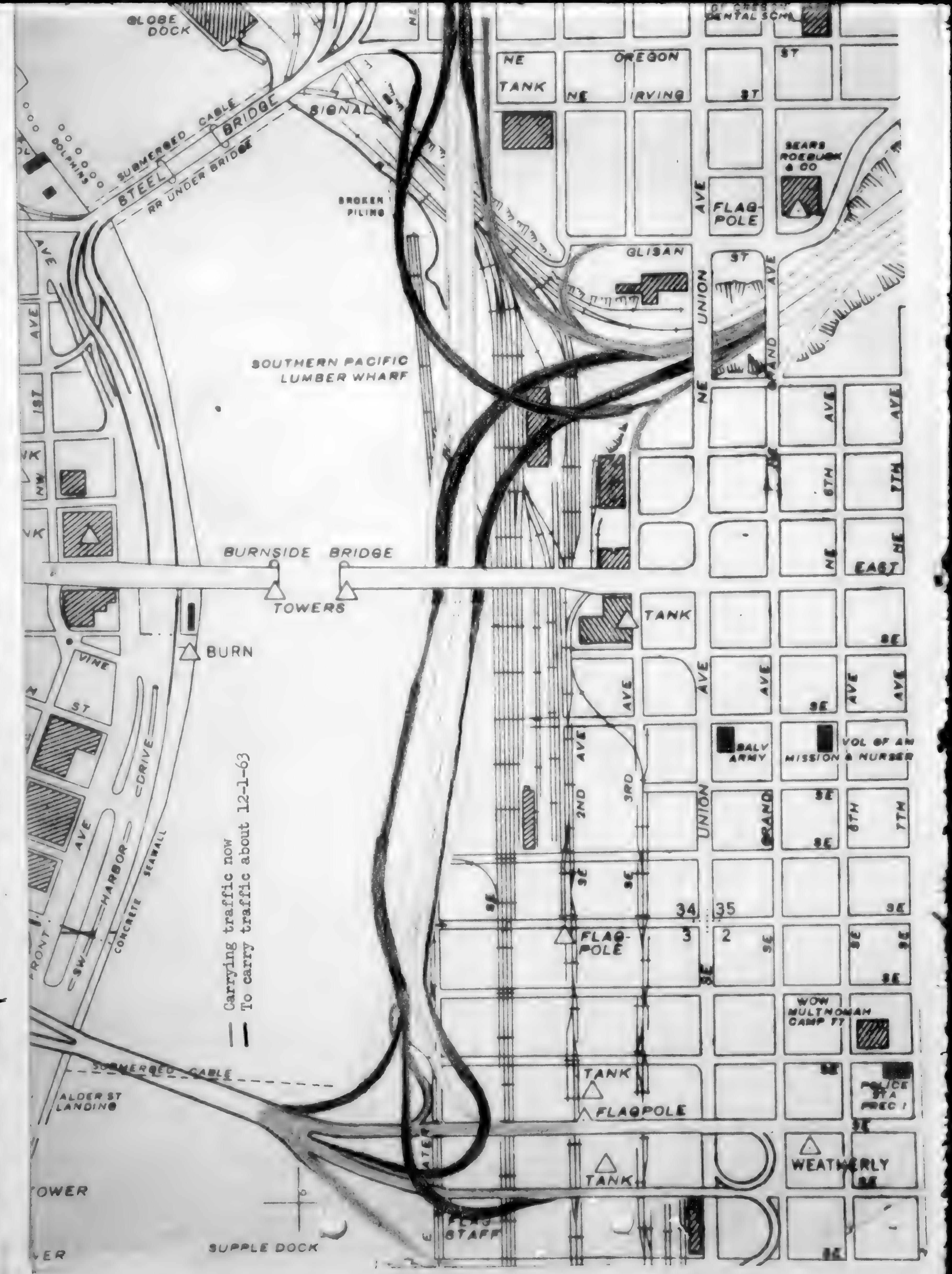
F. B. Klaboe
Metropolitan Engineer

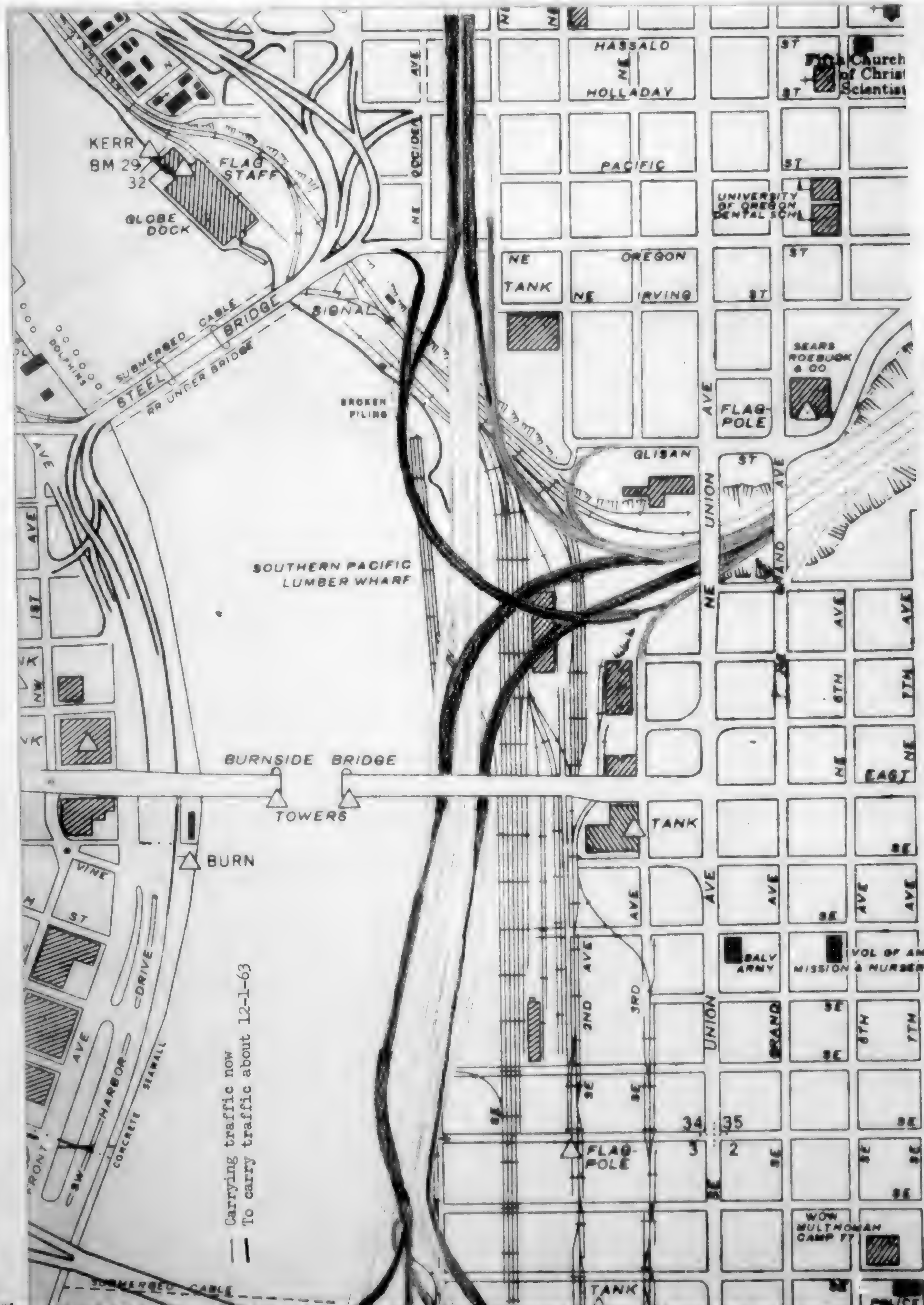
FBK:sb

Enclosure

cc Mr. Lloyd P. Shaw
Mr. Ivan D. Merchant
Mr. William Maltby
Mr. J. X. Wilson

NOTED
LLOYD P. SHAW


GLOBE DOCK
NE OREGON ST
NE IRVING ST
TANK
SIGNAL
SUBMERGED CABLE
STEEL BRIDGE
RR UNDER BRIDGE
DOLPHINS
BROKEN PILING
SEARS ROEBUCK & CO
FLAG-POLE
AVE
GLISAN ST
UNION
NE
GRAND AVE
SOUTHERN PACIFIC LUMBER WHARF
1ST
AVE
NW
6TH
7TH
NE
EAST
BURNSIDE BRIDGE
TOWERS
TANK
BURN
VINE
ST
SALV ARMY
VOL OF AM MISSION & NURSERY
SE
2ND
3RD
DRIVE
HARBOR
AVE
SEAWALL
CONCRETE
SW
FRONT
34
35
3
2
FLAG-POLE
Carrying traffic now
To carry traffic about 12-1-63
WOW MULTNOMAH CAMP 77
POLICE STA PREC 1
SUBMERGED CABLE
ALDER ST LANDING
FLAGPOLE
TANK
WEATHERLY
TOWER
FLAG STAFF
SUPPLE DOCK


Carrying traffic now
To carry traffic about 12-1-63
BURNSIDE BRIDGE
TOWERS
BURN
SOUTHERN PACIFIC LUMBER WHARF
BROKEN PILING
STEEL BRIDGE
RR UNDER BRIDGE
SUBMERGED CABLE
DOLPHINS
SIGNAL
KERR
BM 29
32
FLAG STAFF
GLOBE DOCK
HASSALO
HOLLADAY
PACIFIC
OREGON
IRVING
GLISAN
UNION AVE
GRAND
NE
EAST
2ND AVE
3RD
6TH
7TH
SE
TANK
FLAG-POLE
SEARS ROEBUCK & CO
UNIVERSITY OF OREGON DENTAL SCHL
First Church of Christ Scientist
SALV ARMY
VOL OF AM MISSION & NURSERY
WOW MULTNOMAH CAMP 77
POLICE
34
35
3
2
FRONT
SW HARBOR DRIVE
AVE
CONCRETE SEAWALL
VINE
ST
1ST
NW

RECEIVED
FORM 8-123X 90M 3-63
JUN 14 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

7

6133

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 11, 1963

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

ATTENTION: Mr. G. H. Baker

Re: Banfield Interchange
(Illumination and Signals)
East Bank Freeway
Pacific Highway - Multnomah County
Contract No. 6133

Gentlemen:

This is to inform you that as of March 5, 1963, all work required by this contract that affects your facilities has been completed.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

FGP:bjh

cc: R. L. Porter ✓
F. B. Crandall
F. B. Klaboe
John Howard

RECEIVED
JUN 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1963
FOR FILING

I-5-6( )

April 22, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On April 15, 1963, we wrote to you concerning release of final payment on contract #6133, awarded to McIntyre Electric Co., for illumination-traffic signal installation on the Banfield Interchange of the East Bank Freeway Section of Pacific Highway in Multnomah County.

Final payment on this contract is $577.50 and the total contract amount is $14,625.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
609 Mead Bldg.,
Portland 4, Oregon

cc: McIntyre Electric Co.,
12005 North Burgard
Portland, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
APR 15 1963

FOR FILING

[illegible]

6133

April 12, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed March 5 on Contract 6133. The contract was with McIntyre Electric Company and was for work on the Banfield Interchange Structure "A" Illumination on the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 12, 1963, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
SEP 18 1962
FOR FILING

Cook

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6133

September 17, 1962

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Re: Banfield Interchange
Structure "A"
Contract No. 6133
FAP No. I-5-6(35)303

Dear Mr. Parsons:

McIntyre Electric Company began work on the Banfield Interchange, Structure "A" Illumination project on the Pacific Highway in Multnomah County, Contract No. 6133, FAP No. I-5-6(35)303, on September 10, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
J. W. Nash
D. B. Parkes

NOTED
FLOYD QUERY

9

RECEIVED
AUG 22 1962
FOR FILING

FORM
COMMISSIONERS
GLENN [illegible] MEMBER
KENNETH N. FRIDLEY, MEMBER
[illegible]
DAVID B. [illegible], MEMBER
[illegible]
LLOYD [illegible], SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
[illegible] N. E. Gl[illegible] St.
Portland 13, Oregon

FORREST COOPER
STATE HIGHWAY ENGINEER
[illegible] PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-6(37)[illegible]

6133

August 20, 1962

Commissioner William Bowes
Commissioner of Public Works

Mr. L. H. Rosenthal
City Engineer

Mr. Fred Fowler
Highway Coordinator

Mr. William Weller
Traffic Engineer

Structure "A" Illumination
Banfield Interchange
Pacific Highway
Prefix: 626-1082
Contract: 6133

Gentlemen:

This is to inform you that a contract has been awarded to the McIntyre Electric Co. to install illumination and traffic signals in the Banfield Interchange area. This work will include illumination on the connection to First and Holladay and also to Third and Glisan.

Mr. John Howard will be our resident engineer on the project. His telephone number is BE 5-8911. His home telephone number is CA 3-5277. Any questions arising during the progress of the work should be directed to him.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By: Jay B. Boyd
Jay B. Boyd
Metropolitan Office Engineer

JBB/bb
cc: G.S. Paxson
A.E. Johnson
E.E. Johnston
John Howard

RECEIVED
AUG 22 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

6133

Form Approved; Budget Bureau No. 41-R2089

RECEIVED
1962
8-34
FOR FILING

MONTHLY TRANSACTION NO.

PROJECT REPORT NO. 4

FORM R-2
(REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

TE Oregon
COUNTY Multnomah
PROJECT NO. I-5-6(35)303

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I 5, Banfield Hwy. Interchange Ramps

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-5-62	0.000
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 16,197.00	$ 14,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
ASSISTANT State Highway Engineer
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~BY~~ A. W. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer August 7, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Federal-Aid
Project No. I-5-6(35)303

Oregon State Highway Department

STRUCTURE "A" BANFIELD INTERCHANGE ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 16, 1962

Type Code Y030
Illumination and Traffic Signals (Sta. 377+83.78) (Contract 6133)

Illumination and Traffic Signal	All Required	$14,625.00
		$14,625.00
Flagging (57½% of Contractor's Cost)	All Required	$ 100.00
	Subtotal	$14,725.00
	10% Engr. & Cont.	1,472.00
	Total	$16,197.00

Length of Project - - - - - 0.000 Mile

Federal Funds -	$14,900.00
State Funds -	1,297.00
	$16,197.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 51, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(35)303

STRUCTURE "A" BANFIELD INTERCHANGE ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 25, 1962

Type Code Y030

Illumination and Traffic Signal	All Required	$19,650.00
		$19,650.00
Flagging (57½% of Contractor's Cost)	All Required	100.00
	Subtotal	$19,750.00
	10% Engr. & Cont.	1,975.00
	Total	$21,725.00

Length of Project - - - - - - 0.000 Mile

Federal Funds	$19,900.00
State Funds	1,825.00
	$21,725.00

RECEIVED
[illegible] 1962
FOR FILING

477 Cottage Street NE
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 29, 1962

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-6(35)303, Structure "A" Banfield Interchange East Bank Freeway, Illumination and Traffic Signal Installation

As requested in your letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in award of contract No. 6133 to McIntyre Electric of Portland, Oregon, low bidder in the amount of $14,625.00 at the June 27, 1962 bid opening.

original To Young
7-3-62

RECEIVED
JUL 2 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6133

June 29, 1962

McIntyre Electric
1406 North Burgard
Portland 3
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6133 for the following project:

> Illumination and Traffic Signal Installation (Structure "A") of the Banfield Interchange on the East Bank Freeway Section of Pacific Highway in Multnomah County.

This award was based on your bid of $14,645.00 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUN 8 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

June 5, 1962

Mr. Forrect Cooper, State Highway Engineer
Salem, Oregon

By:

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

M. E. Martin
Acting Division Engineer

Oregon Project I-5-6(35)303

We have approved, as of this date, the P. S. and E. documents for the Structure "A" Banfield Interchange - Illumination and Signals. This is to authorize your advertising for bids.

NOTED
P. M. STEPHENSON

RECEIVED
1962

COMMISSIONERS
[illegible] JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon

June 4, 1962

Mr. Fred T. Fowler
Highway Coordinator
113 City Hall
424 S. W. Main St.
Portland, Oregon

Traffic Signal Illumination
Structure "A"
Banfield Interchange
Prefix: 26-1468

Dear Sir:

On April 20 I transmitted to you three copies of tentative plans for illumination and signalization of a portion of the East Bank Freeway between Davis and Holladay Streets. I requested that you study these plans, make any necessary corrections and give your tentative approval of the plans. This has been done and the promptness of your response is appreciated.

I also mentioned in my letter several other items on the proposed project which had previously been approved either verbally or by written agreement. The items which have been approved verbally must be reduced to writing. May we have your written approval of the following items:

1. The City of Portland agrees to furnish to the State's contractor the traffic signal controler and cabinet for installation at the intersection of the ramp terminal and Holladay St.

2. The City agrees to accept the maintenance and power consumption for the traffic signals.

3. The City of Portland agrees to assume the responsibility for power consumption for the illumination on this project.

Very truly yours,

Lloyd F. Shaw
Metropolitan Engineer

AAR/bb
cc: G. S. Paxson
F. B. Crandall

NOTED
G. S. PAXSON

RECEIVED
JUN 4 1962
FORM E-ROX—80M—11-61—40231
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
May 28, 1962

SUBJECT: Traffic Signal Illumination Installation
Structure 'A'
Banfield Interchange

To:

Lloyd Shaw
Metropolitan Engineer
Portland

Contract project plans for illuminating Structure 'A' and signalizing the intersection of the ramp terminal at Holladay Street were recently delivered to you by Mr. George of our office. At that time, it was explained that the City of Portland had agreed verbally in a discussion with Mr. Weller, Mr. Bergstrom, Val Johnson and Mr. George that the City of Portland would not only accept the maintenance and power consumption on the traffic signal, but would, in addition, furnish the traffic signal controller and cabinet for installation at the ramp terminal. The project plans and specifications have been prepared on this basis.

Your letter of April 20, 1962 to Fred Fowler asked the City to accept the maintenance of the traffic signal. Mr. Weller's subsequent reply to Mr. Fowler and Commissioner Bowe's reply to your office were not complete in their statements concerning their acceptance of the maintenance and power consumption for the traffic signal installation. There also was not mentioned the fact that they would furnish to our contractor a traffic signal controller to be installed at the intersection of the ramp terminal at Holladay Street.

Could you please determine if the City is still willing to cooperate in the items mentioned above. If so, would you please obtain from them in writing this fact in order that our County-City Relations Office might have this information on file for future reference.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

RECEIVED
MAY 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

LEG:mgm
cc: Tom Edwards
H. S. Cox
D. L. Peterson

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

RECEIVED
MAY [illegible] 1962
FOR FILING

I 5-1([illegible]) [illegible]

6133

May 25, 1962

Mr. Fred T. Fowler
Highway Coordinator
Room 115, City Hall
Portland, Oregon

Dear Mr. Fowler:

During recent negotiations with the City of Portland involving illumination on Structure "A" of the Banfield Interchange, Mr. Leo, Electric Services Supervisor for the City of Portland, pointed out the fact that our proposed design does not meet with the current recommended standards of the Illuminating Engineering Society and the American Standard Practices for Street and Highway Lighting. Mr. Leo is correct.

We wish to advise that we must follow the recommendations for lighting on the Interstate Highway System as set forth in "An Informational Guide for Lighting Controlled Access Highways", as published by the American Association of State Highway Officials. It is not possible to deviate from these requirements.

In the future, advance consultation with Mr. Leo will be undertaken.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
G. S. Paxson
F. B. Crandall
Lloyd Shaw

FBC:tm/TE:jw

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

B. J. LINDSTEDT
CHIEF OF OPERATIONS
L. H. ROSENTHAL
CITY ENGINEER

CITY OF PORTLAND
OREGON

File 26-1068

METROPOLITAN ENGINEER
RECEIVED

May 9, 1962

Mr. Lloyd Shaw
Metropolitan Engineer
Oregon State Highway Department
5821 NE Glisan Street
Portland, Oregon

Dear Sir:

In answer to your communication of April 20th regarding the illumination and signalization of a portion of the East Bank Freeway between Davis and Holladay Streets, I am transmitting herewith copy of a letter from Wm. J. Weller, Traffic Engineer, approving the plans for the signalization of the intersection of NE 1st Avenue and Holladay Street.

Also included is a copy of a letter from Sid C. Leo, Electric Services Supervisor, approved by Commissioner Bean approving the lighting installation, but calling attention to the City's request for some slight variation in the proposed plan.

At a meeting in Mr. Al Head's office on May 4th, it was agreed that the preliminary plans for lighting would be presented to Mr. Leo before the structural plans were prepared so that agreement could be reached on the details of the lighting system. It is to be hoped that this procedure can be followed in the future.

Bud
Note and do
5/15

Very truly yours,

Wm. A. Bowes
Commissioner of Public Works

B:FTF:mkr
cc: Sid C. Leo

NOTED
L. E. GEORGE

May 7, 1962

Mr. Fred T. Fowler
Highway Coordinator
Room 115, City Hall
Portland, Oregon

Dear Mr. Fowler:

As per your request, the Bureau of Lighting and Power has reviewed the tentative plans for the illumination of a portion of the Eastbank Freeway between Davis and Holladay Streets.

Bvd ✓

We wish to suggest that at stations "EF"19+68 and "EB"19+88 the State reconsider their intention of using 175-watt mercury vapor lamps instead of 400-watt lamps. We are aware that two luminaires are placed at these locations nearly opposite each other; however, the roadway at this point is over 70 feet wide. We feel that perhaps it is more desirable to reduce the size of the lamps, if that is necessary, beyond the point where the roadway separates beginning at Station "EF"18+51 and future "EB" station.

✓ It is also suggested that at station "G"14+96, "3rd Avenue" 18+85 and "3rd Avenue" 18+00 it would be more desirable to place the luminaires on the outside curve of the roadway.

Aside from the suggested considerations, the illumination is adequate, and the City will accept the responsibility for payment of consumption of energy when the installation is completed. We wish to emphasize that while the design and installation of the illumination is the responsibility of the State, the City as a participant shall expect the illumination levels to meet with the standards recommended by Engineering Illuminating Society and the American Standard Practices for Street and Highway Lighting.

Cordially,

Sid Conlee
Electric Services Supervisor

SCL:jw

Approved:

Ormond R Bean
COMMISSIONER OF [illegible]

NOTED
L E GEORGE

April 27, 1962

From Traffic Engineering

To Public Works

Addressed to Mr. Fred T. Fowler

Subject Illumination and Signalization on Portion of Eastbank Freeway.

Dear Mr. Fowler:

We have received a copy of the letter addressed to you from Lloyd Shaw dated April 20, 1962 regarding the illumination and signalization on a portion of the Eastbank Freeway between Davis and Holladay Streets, together with a copy of the tentative plans for said illumination and signalization.

✓ We have checked the plans for the signalization of N.E. 1st Avenue at Holladay and finding them satisfactory hereby approve the signalization portion of the plans without change.

Yours very truly,

[illegible] WELLER
Traffic Engineer

W:JKW:va

[illegible]BF-102(10) Eightmile Cr.-Dufur Sec., 1962
The Dalles-Calif. Hwy. (Grad.
6134 & Pav.)

[illegible] .08

[illegible] 1967

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

[illegible]

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

EBF-102(10)

DATE: March 9, 1967

In reply refer to: 08-35.5

TO 6134 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
L. R. Backlund
Administrative Manager

SUBJECT: Oregon Project EBF-102(10)
Eight-mile Creek-Dufur Section
Final Voucher - For Audit Only

The audit of the final voucher on the subject project has been completed. The Federal share of $474,124.33 was found eligible.

Since this is an "E" Bond project, reimbursement of the Federal share is subject to the requirements of PPM 21-9 and PPM 30-10.

NOTED
F. B. KLABOE

orig to Watson 3-13-67

cy to Young 3-14-67

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 27 1965
FOR FILING

STATE COPY

Modification number Qu...	FC PR-2A (5-3-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project report number EBF-102 (10)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Wasco**
9	*(PPM 21-7)* 1- 2 65	Project number **EBF-102(10)**

6124 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **August 14**, 19**62**, is hereby modified as follows:

Revised estimated total cost of project $ ________

Revised Federal funds $ ________

Other revisions

Modified to identify the bond issues for this project.
(See sheet attached).

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **10th** day of **September**, 19**65**.

	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department)	
By Jay Klaboe	~~By~~ **A. W. Parsons** (Division Engineer)
Assistant State Highway Engineer (Title)	By L R Backlund **L. R. Backlund, Administrative Mgr.**
By ________ ________ (Title)	
By ________ ________ (Title)	

BOND ISSUES

State Funds for Const.:	Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Bond Indebtedness Laws:	Chap. 381, laws 1961; Chap. 483, laws 1961.
State Funds for Maint.:	Chap. 529, laws 1939.

Oregon Laws Chap. 381, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon Laws Chap. 483, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon State Highway Department

Federal-Aid
Project No. EBF-102(10)

EIGHTMILE CREEK-DUFUR SECTION OF THE

THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Revised estimate as a basis for modification of project agreement to include the bond maturity dates and amounts. Based on low bid prices.)

Salem, Oregon, July 27, 1965

Type Code 6201
Roadway (Sta. 355+50 to Sta. 615+57.12)(Contract 6134)

Clearing and Grubbing	All	Required		$ 10,000.00
Drainage Excavation, Unclass.	770	cu.yd.	2.50	1,925.00
General Excavation, Unclass.	572,400	cu.yd.	0.35	200,340.00
Short Overhaul	2,403,200	yd.sta.	0.005	12,016.00
Long Overhaul	71,800	C-yd. sta.	0.35	25,130.00
Tractor and Dozer	40	hour	20.00	800.00
Blade Grader	60	hour	20.00	1,200.00
Finishing Roadbed and Slopes	4.93	mile	500.00	2,465.00
Rounding Cutbanks	10,900	l.ft.	0.15	1,635.00
78-inch Corrugated Metal Pipe, Uncoated	90	l.ft.	40.00	3,600.00
12-inch Culvert Pipe	80	l.ft.	2.50	200.00
18-inch Culvert Pipe	840	l.ft.	3.40	2,856.00
24-inch Culvert Pipe	1,120	l.ft.	5.60	6,272.00
30-inch Culvert Pipe	230	l.ft.	7.00	1,610.00
30-inch Culvert Pipe, Extra Strength	220	l.ft.	10.50	2,310.00
6-inch Metal Drain Pipe	280	l.ft.	1.50	420.00
Salvaging and Stockpiling Culvert Pipe	76	l.ft.	3.40	258.40
18-inch Culvert End Sections	10	only	30.00	300.00
24-inch Culvert End Sections	14	only	50.00	700.00
30-inch Culvert End Sections	2	only	80.00	160.00
Remove Box Culvert Top	All	Required		1,500.00
Class "A" Concrete	150	cu.yd.	65.00	9,750.00
Metal Reinforcement	21,600	lb.3	0.15	3,240.00
Metal Guard Rail	15,300	l.ft.	2.25	34,425.00
Salvage and Reinstall Guard Rail	300	l.ft.	1.00	300.00
Guide Posts, PW-1	230	only	7.00	1,610.00
Coarse Crushed Material in Base	128,400	ton	1.25	160,500.00
3/4" - 0 Material in Base	15,900	ton	1.25	19,875.00
Sprinkling	5,500	M-gal.	2.25	12,375.00
Preparation of Base	4.93	mile	200.00	986.00
3/4" - 0 Material in Binder Course	800	cu.yd.	3.00	2,400.00
RC-250 Asphalt	125	ton	43.00	5,375.00

Asphaltic Concrete Mixture	22,300	tons	3.70	$ 82,510.00
Asphalt in Mixture	1,230	tons	31.00	38,130.00
Extra for Paving Approaches	6	only	30.00	180.00
Loose Riprap	230	cu.yd.	3.00	690.00
Type 1 Fence	2,100	rod	6.00	12,600.00
				$660,643.40

Flagging (57½% of Contractor's Costs)	All Required	$ 15,000.00
Seeding and Mulching	All Required	15,000.00
Signing (Temporary)	All Required	200.00
Fencing Material Sources	All Required	600.00
		$ 30,800.00

Utilities		
Work by Wasco Electric Coop., Inc.	All Required	$ 2,666.00
	Subtotal	$694,109.40
	10% Engr. & Cont.	69,410.60
	Total	$763,520.00

Length of Roadway - - - - - - - - - - - - 4.928 miles
Cost of Roadway per mile - - - - - - - - $154,935.06

Federal Funds - $481,000.00
State Funds - 282,520.00
$763,520.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 51, Laws 1920;
Chap. 529, Laws 1939.

Bond Indebtedness Laws: Chap. 381, Laws 1961; Chap. 483, Laws 1961.

State Funds for Maint: Chap. 529, Laws 1939.

Oregon Laws Chap. 381, Laws 1961

Issue	Amount	Date of Issue	Beginning Date Of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon Laws Chap. 483, Laws 1961

Issue	Amount	Date of Issue	Beginning Date Of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

EIGHTMILE CREEK-DUFUR SECTION

PROJECT NO. EBF-102(10)

Estimated cost of work by the Wasco Electric Coop. Inc.

Pole (Sta. 410+00)

Labor	$	666.20
Material		900.05
Removal Cost		138.60
Salvage Credit		-117.30 Cr.
	$	1,587.55

Pole (Sta. 482+00 and 527+00)

Labor	$	913.00
Material		895.80
Removal Cost		391.00
Salvage Credit		-207.00 Cr.
	$	1,978.80
State Share (6/11)	$	1,079.24
Total	$	2,666.79
Use	$	2,666.00

6134

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. RECEIVED AUG 23 1962	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. FOR FILING EBF-102(10) 6134	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Wasco PROJECT NO. EBF-102(10)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 197, 8 mi. S. of The Dalles to Dufur

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-23-62	4.928
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 763,520.00	$ 481,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

ASSISTANT State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)
L. R. Backlund
By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer August 14, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

"E" Projects: Payments Restricted by Availability of Trust Fund Revenue.

If the project within the purview of this Project Agreement has a project designation with the letter "E" as a part of the project letter prefix designation, it is hereby understood and agreed that the Federal Government's obligation to provide funds for the project does not obligate the Federal Government to make payments to the State therefor unless, in the determination of the Bureau of Public Roads, Federal funds are then available out of the Highway Trust Fund revenues to permit the making of payments. Payment of Federal funds on such "E" projects may be deferred until Highway Trust Fund revenues, in the determination of the Bureau of Public Roads are available for such purpose. Such deferment shall not impose upon XXXXXXXXXXXXXXXX the Federal Government a liability for any penalty, interest or other cost attributable to the deferment. Any increase in the cost of the "E" project to the State resulting from or incurred by reason of deferments of Federal payments pursuant to this provision shall be borne in its entirety by the State and shall not be subject to reimbursement, in whole or in part,by the Federal Government.

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Federal-Aid
Project No. EHP-102(10)

Oregon State Highway Department

EIGHTMILE CREEK-DUFUR SECTION OF THE

THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 31, 1962

Type Code 6201
Roadway (Sta. 355+50 to Sta. 615+57.12)(Contract 6134)

Clearing and Grubbing	All	Required		$ 10,000.00
Drainage Excavation, Unclass.	770	cu.yd.	$ 2.50	1,925.00
General Excavation, Unclass.	572,400	cu.yd.	0.35	200,340.00
Short Overhaul	2,403,200	yd.sta.	0.005	12,016.00
Long Overhaul	71,800	C-yd.sta.	0.35	25,130.00
Tractor and Dozer	40	hour	20.00	800.00
Blade Grader	60	hour	20.00	1,200.00
Finishing Roadbed and Slopes	4.93	mile	500.00	2,465.00
Rounding Cutbanks	10,900	lin.ft.	0.15	1,635.00
78-inch Corrugated Metal Pipe, Uncoated	90	lin.ft.	40.00	3,600.00
12-inch Culvert Pipe	80	lin.ft.	2.50	200.00
18-inch Culvert Pipe	840	lin.ft.	3.40	2,856.00
24-inch Culvert Pipe	1,120	lin.ft.	5.60	6,272.00
30-inch Culvert Pipe	230	lin.ft.	7.00	1,610.00
30-inch Culvert Pipe, Extra Strength	220	lin.ft.	10.50	2,310.00
6-inch Metal Drain Pipe	280	lin.ft.	1.50	420.00
Salvaging and Stockpiling Culvert Pipe	76	lin.ft.	3.40	258.40
18-inch Culvert End Sections	10	only	30.00	300.00
24-inch Culvert End Sections	14	only	50.00	700.00
30-inch Culvert End Sections	2	only	80.00	160.00
Remove Box Culvert Top	All	Required		1,500.00
Class "A" Concrete	150	cu.yd.	65.00	9,750.00
Metal Reinforcement	21,600	lb.	0.15	3,240.00
Metal Guard Rail	15,300	lin.ft.	2.25	34,425.00
Salvage and Reinstall Guard Rail	300	lin.ft.	1.00	300.00
Guide Posts, PW-1	230	only	7.00	1,610.00
Coarse Crushed Material in Base	128,400	ton	1.25	160,500.00
3/4" - 0 Material in Base	15,900	ton	1.25	19,875.00
Sprinkling	5,500	M-gal.	2.25	12,375.00
Preparation of Base	4.93	mile	200.00	986.00
3/4" - 0 Material in Binder Course	800	cu.yd.	3.00	2,400.00
MC-250 Asphalt	125	ton	43.00	5,375.00

Asphaltic Concrete Mixture	22,300 ton	$ 3.70	$ 82,510.00
Asphalt in Mixture	1,230 ton	31.00	38,130.00
Extra for Paving Approaches	6 only	30.00	180.00
Loose Riprap	230 cu.yd.	3.00	690.00
Type 1 Fence	2,100 rod	6.00	12,600.00
			$660,643.40
Flagging (57½% of Contractor's Costs)	All Required		$ 15,000.00
Seeding and Mulching	All Required		15,000.00
Signing (Temporary)	All Required		200.00
Fencing Material Sources	All Required		600.00
			$ 30,800.00
Utilities Work by Wasco Electric Coop., Inc.	All Required		$ 2,666.00
	Subtotal		$694,109.40
	10% Engr. & Cont.		69,410.60
	Total		$763,520.00

Length of Roadway - - - - - - 4.928 Miles
Cost of Roadway Per Mile- - - $154,935.06

Federal Funds -	$481,000.00
State Funds -	282,520.00
	$763,520.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951;
Chap. 20, Laws 1953; Chap. 22, Laws 1957;
Chap. 354, Laws 1957; Chap. 381, Laws 1961;
Chap. 483, Laws 1961.

State Funds for Maint.: Chap. 529, Laws 1939.

EIGHTMILE CREEK-DUFUR SECTION

PROJECT NO. EBP-102(10)

Estimated cost of work by the Wasco Electric Coop., Inc.

Pole (Sta. 410+00)

Labor		$ 666.20
Material		900.05
Removal Cost		138.60
Salvage Credit		-117.30 Cr.
		$1,587.55

Pole (Sta. 482+00 and 527+00)

Labor		$ 913.00
Material		895.80
Removal Cost		391.00
Salvage Credit		-207.00 Cr.
		$1,978.80
State Share (6/11)		$1,079.24
	Total	$2,666.79
	USE	$2,666.00

EIGHTMILE CREEK-DUFUR SECTION

PROJECT NO. EBF-102(10)

Estimated cost of work by the Wasco Electric Coop., Inc.

Pole (Sta. 410+00)

Labor		$ 666.20
Material		900.05
Removal Cost		138.60
Salvage Credit		-117.30 Cr.
		$1,587.55

Pole (Sta. 482+00 and 527+00)

Labor		$ 913.00
Material		895.80
Removal Cost		391.00
Salvage Credit		-207.00 Cr.
		$1,978.80
State Share (6/11)		$1,079.24
	Total	$2,666.79
	USE	$2,666.00

Federal Aid
Project No. EBF-102(10)

Oregon State Highway Department

EIGHTMILE CREEK-DUFUR SECTION OF THE
DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 18, 1962

Type Code 6201
Roadway (STa. 355+50 to Sta. 615+57.12)

Clearing and Grubbing	All	Required		$ 7,500.00
Drainage Excavation, Unclassified	770	cu.yds.	$ 3.00	2,310.00
General Excavation, Unclassified	572,400	cu.yds.	.40	228,960.00
Short Overhaul	2,403,200	yd.stas.	.01	24,032.00
Long Overhaul	71,800	C-yd.stas.	.035	25,130.00
Tractor and Dozer	40	hours	22.00	880.00
Blade Grader	60	hours	15.00	900.00
Finishing Roadbed and Slopes	4.93	miles	1,200.00	5,916.00
Rounding Cutbanks	10,900	lin.ft.	.15	1,635.00
78-inch Corrugated Metal Pipe, Uncoated	90	lin.ft.	42.00	3,780.00
12-inch Culvert Pipe	80	lin.ft.	2.50	200.00
18-inch Culvert Pipe	840	lin.ft.	4.50	3,780.00
24-inch Culvert Pipe	1,120	lin.ft.	6.00	6,720.00
30-inch Culvert Pipe	230	lin.ft.	7.50	1,725.00
30-inch Culvert Pipe, Extra Strength	220	lin.ft.	8.50	1,870.00
6-inch Metal Drain Pipe	280	lin.ft.	2.00	560.00
Salvaging and Stockpiling Culvert Pipe	76	lin.ft.	3.00	228.00
18-inch Culvert End Sections	10	only	45.00	450.00
24-inch Culvert End Sections	14	only	55.00	770.00
30-inch Culvert End Sections	2	only	75.00	150.00
Remove Box Culvert Top	All	Required		500.00
Class "A" Concrete	150	cu.yds.	55.00	8,250.00
Metal Reinforcement	21,600	lbs.	.14	3,024.00
Metal Guard Rail	15,300	lin.ft.	2.50	38,250.00
Salvage and Reinstall Guard Rail	300	lin.ft.	1.50	450.00
Guide Posts, PW-1	230	only	7.00	1,610.00
Coarse Crushed Material in Base	128,400	tons	1.35	173,340.00
3/4" - 0 Material in Base	15,900	tons	1.45	23,055.00
Sprinkling	5,500	M-gals.	3.00	16,500.00
Preparation of Base	4.93	miles	400.00	1,972.00
3/4" - 0 Material in Binder Course	800	cu.yds.	3.75	3,000.00
RC-250 Asphalt	125	tons	45.00	5,625.00
Asphaltic Concrete Mixture	22,300	tons	4.00	89,200.00
Asphalt in Mixture	1,230	tons	32.00	39,360.00
Extra for Paving Approaches	6	only	30.00	180.00
Loose riprap	230	cu.yds.	4.00	920.00
Type I Fence	2,100	rods	5.50	11,550.00
				$734,282.00

Flagging (57½% of Contractor's Cost)	All Required	$ 15,000.00
Seeding and Mulching	All Required	15,000.00
Signing (Temporary)	All Required	200.00
Fencing Material Sources	All Required	600.00
		$ 30,800.00

Utilities

Work by Wasco Electric Coop., Inc.	All Required	$ 7,000.00
	Subtotal	$772,082.00
	10% Engr. & Cont.	77,208.00
	Total	$849,290.00

Length of Roadway - - - - - - - - - - - - - - 4.928 miles
Cost of Roadway per mile - - - - - - - - - $172,339.69

Federal Funds -	$535,000.00
State Funds -	314,290.00
	$849,290.00

Oregon State Highway Department

Federal Aid
Project No. EBF-102(10)

EIGHTMILE CREEK-DUFUR SECTION OF THE

DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 31, 1962

Type Code 6201
Roadway (Sta. 355+50 to Sta. 615+57.12)

Clearing and Grubbing	All	Required		$ 7,500.00
Drainage Excavation, Unclassified	770	cu.yds.	$ 3.00	2,310.00
General Excavation, Unclassified	572,400	cu.yds.	0.40	228,960.00
Short Overhaul	2,403,200	yd.stas.	0.01	24,032.00
Long Overhaul	71,800	C-yd.stas.	0.035	25,130.00
Tractor and Dozer	40	hours	22.00	880.00
Blade Grader	60	hours	15.00	900.00
Finishing Roadbed and Slopes	4.93	miles	1,200.00	5,916.00
Rounding Cutbanks	10,900	lin.ft.	0.15	1,635.00
78-inch Corrugated Metal Pipe, Uncoated	90	lin.ft.	42.00	3,780.00
12-inch Culvert Pipe	80	lin.ft.	2.50	200.00
18-inch Culvert Pipe	840	lin.ft.	4.50	3,780.00
24-inch Culvert Pipe	1,120	lin.ft.	6.00	6,720.00
30-inch Culvert Pipe	230	lin.ft.	7.50	1,725.00
30-inch Culvert Pipe, Extra Strength	220	lin.ft.	8.50	1,870.00
6-inch Metal Drain Pipe	280	lin.ft.	2.00	560.00
Salvaging and Stockpiling Culvert Pipe	76	lin.ft.	3.00	228.00
18-inch Culvert End Sections	10	only	45.00	450.00
24-inch Culvert End Sections	14	only	55.00	770.00
30-inch Culvert End Sections	2	only	75.00	150.00
Remove Box Culvert Top	All	Required		500.00
Class "A" Concrete	150	cu.yds.	55.00	8,250.00
Metal Reinforcement	21,600	lbs.	0.14	3,024.00
Metal Guard Rail	15,300	lin.ft.	2.50	38,250.00
Salvage and Reinstall Guard Rail	300	lin.ft.	1.50	450.00
Guide Posts, PW 1	230	only	7.00	1,610.00
Coarse Crushed Material in Base	128,400	tons	1.35	173,340.00
3/4" - 0 Material in Base	15,900	tons	1.45	23,055.00
Sprinkling	5,500	M-gals.	3.00	16,500.00
Preparation of Base	4.93	miles	400.00	1,762.00
3/4" - 0 Material in Binder Course	800	cu.yds.	3.75	3,000.00
RC-250 Asphalt	125	tons	45.00	5,625.00
Asphaltic Concrete Mixture	22,300	tons	4.00	89,200.00
Asphaltic in Mixture	1,230	tons	32.00	39,360.00
Extra for Paving Approaches	6	only	30.00	180.00
Loose Riprap	230	cu.yds.	4.00	920.00
				$722,732.00

Flagging (57½% of Contractor's Costs)	All Required	$ 15,000.00
Seeding and Mulching	All Required	15,000.00
Signing (Temporary)	All Required	200.00
		$ 30,200.00
Utilities Work by Wasco Electric Coop., Inc.	All Required	7,000.00
	Subtotal	$759,932.00
	10% Engr. & Cont.	75,993.00
	Total	$835,925.00

Length of Roadway - - - - - - - - - - - 4.928 Miles
Cost of Roadway Per Mile - - - - - - $169,627.63

Federal Funds -	$526,000.00
State Funds -	309,925.00
	$835,925.00

RECEIVED
MAY 5 - 1964
FOR FILING

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[illegible]

May 5, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

EBF-102(9), EBF-102(10)
Eightmile Creek-Dufur
The Dalles-California Hwy.
Wasco County

Dear Sir:

We are sending six copies of revised construction plans, sheets Nos. 7, 8 and 9 and two copies of revised right of way plans, sheets Nos. 5, 6 and 7 for the above-mentioned projects.

Involved in this submission is a change in the right of way left of Sta. 480+00 to Sta. 543+50. We are purchasing 35 acres of right of way from this owner (known as the Miller Ranch, R/W file No. 34654) and also relinquishing 2.1 acres of the old abandoned highway as part payment, the later valued at $25.00 per acre. The State is to construct the fence in this area and the property owner is to maintain the fence.

Relinquishment of old highway right of way is covered in paragraph 6 of PPM 21-4.1, no prior approval is required to abandon an old adjacent section.

Construction of this project is complete, the right of way project will be complete after closing this file. Submission of these plan sheets is to inform you of our change in right of way width and obtain your approval. It is also requested that one copy of said sheets be returned approved for our files.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:jb
cc: W. T. Wright

RECEIVED
MAY 1 - 1964
FOR FILING

May 1, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching work on the Eightmile Creek-Dufur Section of The Dalles-California Highway, Contract No. 6134, Project No. EBF-102(10) in Wasco County, was completed March 31, 1964.

This work was authorised by Order for State Work No. 2 dated October 23, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:mb
cc: J. W. Nash

RECEIVED
JAN 23 1964

FOR FILING

6134

January 23, 1964

The Fidelity & Casualty Co. of N. Y.,
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

Contract #6134 awarded to Rogers Const. Co., for grading-paving the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, was completed on October 17, 1963, and accepted by the Highway Commission on January 22, 1964.

Final payment, in the amount of $33,462.30 will be released to the contractor after January 30, 1964. The total contract amount is $676,787.33 including $10,759.25 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.,
Pallett, Fisher & Carlo, Inc.,
1001 US National Bank Bldg.,
Portland 4, Oregon

cc: Rogers Const. Co.,
11760 NE Glisan Street
Portland 16, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
JAN 23 1964

FOR FILING

EFF-[illegible]

6134

January 22, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 17, 1963 on Contract No. 6134. The contract was with Rogers Construction Company and was for grading and paving on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 22, 1964, and that you concur in this procedure at the Commission meeting on January 30.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: December 6, 1963

SECTION: Eightmile Creek-Dufur

SECTION PREFIX: 33-1074

HIGHWAY: The Dalles-California

COUNTY: Wasco

NAME OF JOB: Eightmile Creek-Dufur

KIND OF WORK: Grading & Paving

CONTRACTOR: Rogers Construction Company

CONTRACT NUMBER: 6134

FEDERAL AID PROJECT NUMBER: EBF 102 (10)

DATE OF CONTRACT: June 29, 1962

DATE WORK STARTED: August 13, 1962

ESTIMATED COMPLETION DATE: Completed

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 170

WORK DAYS USED: 167

PERCENT OF TIME ELAPSED: Completed

PROJECT AUTHORIZATION: $ 786,198.83

ENGINEERING AUTHORIZATION: $ 55,907.47

EXCLUSIVE OF ENGINEERING: $ 730,291.36

ENGINEERING COST TO DATE: $ 55,617.68

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: Completed

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 694,956.98

PERCENT OF AUTHORIZATION: 99 %

ESTIMATED PERCENT: ~~XXXXX~~ UNDERRUN 4 %

DATE PROJECT WAS COMPLETED: [illegible]-17-63

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100%	100%	100%	100%	100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED	4.93	4.93		4.93	4.93
TOTAL ESTIMATED QUANTITIES (CONTRACT)	572,400 CY	144,300 Ton		125 Ton	22,300 Ton
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	565,323 CY	154,040 Ton		138 Ton	22,118 Ton
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fog		
MONDAY	Overcast		
TUESDAY	Overcast		NOTED JOHN R. OAKES
WEDNESDAY	Overcast		
THURSDAY	Overcast		
FRIDAY	Cloudy		8
SATURDAY			

CONSTRUCTION DIVISION
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DEC 16 1963

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project completed

Office working on Semi-final

Semi-final completed, forwarded to Division Office.

SIGNED Lowell M Stratton

ADDRESS P.O. Box 491, The Dalles, Oregon 97058

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

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NOV 6 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 22, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 17, 1963, on Contract No. 6134, Eightmile Creek-Dufur Section, in Wasco County, in connection with Federal-Aid Project No. ERF-102(10).

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date:_______________

Conditions noted on above date:

NO CONDITIONS WERE NOTED THAT WOULD PREVENT ACCEPTANCE OF THE WORK, CONTRACT ITEMS.
THIS STATEMENT SHOULD NOT BE CONSTRUED AS CONSTITUTING FINAL ACCEPTANCE OF THE PROJECT.

APPROVED DATE OCT 23 1963
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By G R Brooks Title__________
G. R. Brooks
Dist. Engineer

A. W. Parsons
Division Engineer

NOTED
LLOYD P. SHAW

cc: H. S. Cox

DHP:ia

OSHD COPY

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SEP 27 1963
FOR FILING

September 26, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 - Supplemental, covering right of way fencing on the Eightmile Creek-Dufur Section of The Dalles-Calif. Highway in Wasco County, Contract No. 6134 in connection with Federal-Aid Project No. EBP-102(10).

The construction of additional Type I fence with railroad tie gate posts, File 32258, is necessary to satisfy right of way obligation. The original Order was approved by the BPR, August 21, 1962.

This additional work was verbally recommended for approval by the BPR Area Engineer, September 16, 1963.

This work is in accordance with right of way agreements, Files 32258, 34667 and 34654. No additional or special benefits will accrue to the landowners because of this order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:bb

Ens.

RECEIVED
SEP 3 1963
FOR FILING

August 30, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6, covering Paving Cattle Pass Invert on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134 in connection with Federal-Aid Project No. EBF-102(10).

It is necessary to pave cattle pass invert with asphaltic concrete Class "B" mix as per special provisions. This is specified to be paid for as extra work in the special provisions.

This work was verbally approved by the BPR District and Area Engineers August 21, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra

Enc.

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AUG 22 1963

FOR FILING

August 21, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3, covering substitution of Standard Specifications of Sept. 1962 in lieu of the Jan. 1962 Standard Specifications on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134 in connection with Federal-Aid Project No. EBF 102(10).

This order is to document the deletion of the January 1962 "Supplemental Standard Specifications for Asphalt Concrete Pavement," and substitute the September 1962 "Supplemental Standard Specifications" for this contract. This will clear-up the confusion in testing material that is being produced for this contract and contract 6217 by the same contractor from the same material source.

This change in specifications was verbally recommended for approval by the BPR Area Engineer August 16, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.
KEr:es

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SEP 5 1963

FOR FILING

FORM CD-121 (9-22-59)
(PRESCR. BY D.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

EBF-102(11)

6134

Shaw

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: August 20, 1963

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

T. Dec

SUBJECT: Oregon Project EBF-102(9)
Eightmile Creek-Dufur Section
The Dalles-California Highway
Change in Asphaltic Concrete Specifications

Reference is made to Mr. G. L. Decker's letter dated August 14, 1963.

We concur in the recommendation that your newest specification, as used for the Dufur-Gap Project, EBF-102(11), be used.

NOTED
LLOYD P. SHAW

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

Copies to
Morgan
Young
9-5-63

RECEIVED
AUG 2[illegible] 1963
OFFICE OF

NOTED
LLOYD P. SHAW

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FOR FILING

[illegible]

[illegible]

July 11, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 - supplemental covering additional directional signing on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134 in connection with Federal-Aid Project No. EBF-102(10).

This additional signing is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workman.

This supplemental order was verbally recommended for approval by the BPR Area Engineer July 8, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By JAH
L. H. Young
Office Engineer

Enc.

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JUL 1 2 1963

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

-LL-702 (10)

July 8, 1963

Mr. Richard F. O'Brien
Dufur, Oregon

Re: Blasting Damage - Loss of Rabbits
The Dalles-California Highway
Rogers Construction Co.

Dear Mr. O'Brien:

Your letter dated June 20, 1963, with respect to the problem indicated by the above caption, has been referred to the undersigned.

Although we cannot determine the exact location of the highway construction project to which you refer, we assume it to be the Eight Mile Creek-Dufur Section, Contract No. 6134.

Under the applicable provisions of our construction contracts, claims such as that set forth in your letter are the sole responsibility of the contractor. Accordingly, we are forwarding a copy of your letter to Rogers Construction Co., and by copy of this letter we ask that they or their insurance carrier contact you in the near future.

Meanwhile, it might be worthwhile for you or your children to contact Oregon State University Extension Service, for any available information as to possible measures to eliminate or minimize future losses of this kind outlined in your letter.

We can certainly appreciate your concern with regard to this problem, and hope that a satisfactory solution can be worked out. However, since the State is under no legal liability, we are sure you will realize that we can assume no direct responsibility for such loss as you or your children may have sustained.

Yours very truly,
L. I. LINDAS
Chief Counsel

By
G. E. ROHDE
Assistant Counsel

NOTED
LLOYD P. SHAW

GER:ks
cc: Rogers Construction Co.
Mr. Lloyd Shaw
Mr. F. D. Morgan
Mr. Floyd Query
Mr. Dean Swift

REFERRED TO
Forest Cooper
BY SECRETARY

Dallas Oregon
Jun. 20, 1963

REFERRED TO
Shand
DEPUTY STATE HIGHWAY ENGINEER

State Highway Engr,
To Whom Concerned:

The past eight years my children Mike O'Brien, [illegible], have made good with a rabbit 4-H project but since the first of the year, the highway construction ~~after~~ near of the year, the highway has just about cleaned them out. The blasting & exciting the does causing them to throwing their litters especially before the little rabbits are a week old.

The highway wrote Rodgers Construction Co. & billed them for over a hundred Rabbits and invited them to investigate the matter. But haven't heard from Rodgers Con. Co.

Since writing, they have lost ~~at between~~ between 50 & 60 little Rabbits and several does.

What are the kids supposed to do?

I don't feel these kids ready for College should lose $300.00 or $400.00 because the States building a new road.

Your truly
Richard F. O'Brien

Porter

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MAR 14 1963

FOR FILING

EBF-
6134

March 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5-Supplemental, covering salvage and relaying of 48-inch corrugated metal pipe on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. EBF-102(10).

The crossing was moved, under the original of this order, to give access to property after construction made the original access unusable. Recent storm and flooding destroyed the revised access necessitating salvage of the pipe and regrading the approach.

This work has been verbally recommended for approval by the B.P.R. Area Engineer.

No additional or special benefit will accrue to the property owner because of this order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:cr

RECEIVED
NOV 20 1962

FOR FILING

November 19, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Forces Work No. 2, Account Nos. 224-238, covering seeding and mulching on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. EBF-102(10).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this Order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the Order is $15,000.00, with Federal participation of $9,000.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
NOV 20 1962
FOR FILING

November 19, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 - Supplemental No. 2, covering the adjustment of water system on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. EBF-102(10).

This supplement is to cover overrun of the original and supplemental orders. The original order was approved by the BPR, August 8, 1962. Additional amount needed due to necessity of providing water to severed land that was overlooked previously.

The supplement has been verbally recommended for approval by the BPR Area Engineer.

No additional or special benefits will accrue to the property owner because of this order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
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FOR FILING

6134

FORM E-30X—30M—5-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1962

SUBJECT: Eightmile Creek-Dufur

To: Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

When the plans for this project were made a climbing lane between Stations 591+50 and 615+57.2 was anticipated. The surfacing work was to be accomplished on the upcoming Dufur-Gap Section.

Now, since this second contract will be let shortly we would reasonably expect difficulties with two contractors working the same area. We, therefore, desire to complete the surfacing of this climbing lane on the subject contract. A sheet of computations and a summary of quantities required to complete the work is enclosed.

Please execute a Price Agreement at bid prices with the contractor on this section for the work. Authority is not granted to begin actual work as we have not yet had Bureau of Public Roads approval.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachments

cc: R. L. Porter (w/ Attachs.)

RECEIVED
OCT 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-00-000

OREGON STATE HIGHWAY
DEPARTMENT

TABULATION SHEET

SHEET .... OF .... SHEETS

Eightmile Cr. - Dufur

Cost to Comp. Climbing Lane

Item	Unit	Net Qnty.	Allow.	Total	Unit Cost	Total Cost
Bottom Crs. Base	Ton	1,482	148	1630	1.25	2037.50
Top Crs. Base	Ton	[illegible]	[illegible]	310	1.25	387.50
Sprinkling	M-Gal	32.5	3.5	36	2.25	81.00
3/4-0 in Binder	Cu.Yd.	7.5	0.5	8	3.00	24.00
Asph. in Binder	Ton	1.2	0.1	1.3	43.00	55.90
A.C. Pavt.	Ton	24.09	1.21	[illegible]	3.70	93.61
Asph in Mixture	Ton	1.3	0.1	1.4	31.00	43.40
						2722.91
				+ 12.5		340.36
				Total		$3,063.27

Eight Mile Cr.-Dufur Cost to Comp. Climbing Lane

Bottom Crs. Base

$\frac{8' \times 1.25' \times 2250}{27} \times 1.7791$ 1,482 Tons

Top Crs Base

$(4 \times .167 + 4 \times .333) \times \frac{2250}{27} \times 1.7190$ 286 Tons

Sprinkling

1,300. x .025 32.5 M-Gal

Binder Crs.

Aggr. 4 x 2250 x .00083 7.5 Cu Yd.

Asph. 4 x 2250 x .000128 1.2 Tons

A.C.

4 x .292 x 2250 x .00642 16.87

4 x .125 x 2250 x .00642 7.22 24.09 Tons

Asph. in Mixture

24.09 x .055 1.3 Tons

RECEIVED
OCT 16 1962
FOR FILING

ECF-102(10)

6134

October 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3-Supplemental, covering the adjustment of water system on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. ECF-102(10).

This supplement is to cover overrun of the original order approved by the BPR August 8, 1962. The overrun is due to higher material and labor costs than originally estimated.

The supplement has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
DEC 4 1962
FOR FILING

6134

Salem, Oregon
September 27, 1962

Agenda Item 1e-5

File No. 32258 - Ward
Eightmile Creek-Dufur Section
The Dalles-California Highway
Wasco County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to the Eldon C. Ward, Sr. property on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Attach: 2

RECEIVED
SEP 4 1962
FOR FILING

6134

August 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering right of way fencing on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. SRF-102(10).

This work is necessary to satisfy right of way obligations. The Type I fence is modified to 5 wire so that it will be similar to existing fence. The existing Type II fence on left between Stations 362 and 392 is to be replaced with Type I - 5 wire fence.

This work is in accordance with right of way agreements, Files 32258, 34667 and 34654. No additional or special benefit will accrue to the landowners because of this order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
UG 21 1962
FOR FILING

6134

August 21, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the adjustment of a private water system on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. ERP-102(10).

This work is necessary to clear for construction. The property involved, File 34654, is under condemnation. No additional or special benefit will accrue to the landowner because of this order.

The order has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

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AUG 17 1962
FORM 2-30X—30M—11-61—40231
FOR FILING

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[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
August 15, 1962

SUBJECT: Construction Speed Zone
The Dalles-California Hwy.

Agenda Item: 3c(6)

To:

MEMO TO FILE

The State Highway Commission at its meeting of August 9 established the following temporary construction speed zone:

35 MPH ... on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, between M.P. 6.3 and 15.4, effective 8 a.m. PST, July 25, 1962.

C. P. Johnson
F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards
Dean Swift
C. M. Williams

[illegible]

RECEIVED
AUG 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 16 1962
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

E 15 7-102 (10)

6-4

August 10, 1962

NOTED
L PORTER

Mr. Owen M. Panner
McKay, Panner & Johnson
Attorneys at Law
1026 Bond Street
Bend, Oregon

File No. 34656-Miller Ranches
Eight Mile Creek-Dufur Section
The Dalles-California Highway

Dear Mr. Panner:

This will reply to your letter of August 7, 1962, relating to your recent visit to our offices, and our conversations concerning the highway location upon the Miller Ranches.

After you and Mr. Miller had left last Wednesday, I discussed the changes of location which are referred to in points one and two of your letter, with our locating engineers and staff. For various reasons they felt that another change of location at this late date was not in order. I might add, in fairness to our field engineers, I am told that the location in the vicinity of Mr. Miller's house has been changed twice previously, each time in the belief that the change which was made met Mr. Miller's full approval.

Relative to point three of your letter, the right of way widths which are sought across the Miller property are consistent with our current standards for that category of highway. As we mentioned during your visit, it seems entirely probable that certain abandonments will be made as soon as the construction has been completed and stabilized. I believe that when this has been accomplished, the objectionable irregularity of right of way width will have been largely overcome.

Concerning point four: The grade which is established on this line in the vicinity of Mr. Miller's home is consistent with normal engineering standards and practices. Any severe departure from the grade established would create a situation of hazard for the highway user. I believe that upon completion of construction, you will find the grade crossing can be safely used.

I believe Mr. Rhode proposed to write a separate letter setting forth our agreement as to additional points of access to be reserved to Mr. Miller, and constructed by him in the event of future need.

I have returned directly to Mr. Miller, under separate cover, the aerial photograph which he was kind enough to lend to me for use in my discussions of a possible line change.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:dd

cc: Mr. Kenneth N. Fridley
Mr. H. A. Miller
Mr. L. I. Lindas
Mr. R. L. Porter
Mr. D. J. Barbee

DUNCAN L. McKAY
OWEN M. PANNER

LYMAN C. JOHNSON
RONALD L. MARCEAU

McKay, Panner, & Johnson
ATTORNEYS AT LAW
PHONE EV 2-2011
1028 BOND STREET
Bend, Oregon

August 7, 1962

Mr. Walt Wright
State of Oregon
State Highway Department
Salem 10, Oregon

Re: R-34654
Eight Mile Creek - Dufur Section
The Dalles-California Highway

Dear Mr. Wright:

Mr. Miller and I both appreciate very much the courtesy that you, Leonard and George showed us in spending so much time with us last Wednesday.

On Friday, Mr. Miller called on Mr. Kenneth Fridley at his Sherman County ranch to discuss the matter in an effort to advise the Commission of his position. He pointed out to Mr. Fridley the following changes which we discussed with you which we feel should be made in the location of the new highway:

1) Shift the location to the east adjacent to the grove of locust trees so as to avoid the grove.

2) Shift the location thirty or forty feet westerly adjacent to the farm buildings.

3) Narrow the right-of-way across the Miller property to a reasonable width required for present construction only.

4) Lower the elevation of the highway adjacent to the ranch buildings and the main farm crossing to the present elevation, or as near as possible thereto.

5) Grant additional access roads to the highway for future use as we discussed.

In accordance with our discussion, the portions of land condemned and the old right-of-way not used should revert to the Miller ranch as the owners of the abutting property.

With respect to item 4 above, with the exception of the flash flood in the early forties, the present highway elevation and the present drainage has been adequate. The higher fill would only create more danger at main farm crossings and greater noise at the house.

RECEIVED

NOTED
D. H. [illegible]

Thank you very much for your further consideration of the matter.

Very truly yours,

McKAY, PANNER & JOHNSON

OWEN M. PANNER

OMP/gb

cc: Mr. Kenneth N. Fridley
Mr. G. E. Rohde
Mr. H. A. Miller

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FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 7, 1962

SUBJECT: Indenture of Access
Eight Mile Creek-Dufur
The Dalles-California Highway

To:
Mr. R. L. Porter
Ass't State Highway Engineer
BUILDING

Herewith, a request for grant of indenture of access from Eldon C. Ward Jr. on the Eight Mile Creek-Dufur Section of The Dalles-California Highway.

The right of way option and deed provide for a 70' farm crossing at Station 363 on the project and also provides for a 25' unlimited access on the east side at Station 362+83. These accesses overlap each other.

In checking the plan and right of way option it would appear that the intent was to grant a 25' approach adjacent to and northerly from the farm crossing in order that the owner would not be required to open a 60' gate in order to enter his fields with a truck. The process of this indenture will acknowledge this purpose and it is recommended that it will be granted.

F. D. Morgan
Construction Engineer

by

F B Klaboe
F. B. Klaboe
Ass't Construction Engineer

NOTED
R. L. PORTER

EAP:db

Attach.

RECEIVED
AUG 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

August 3, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project EBF-102(10)
Eightmile Creek-Dufur Section,
The Dalles-California Highway
Utility Adjustment by Wasco Electric Cooperative, Inc.

Reference is made to your letter dated July 30, 1962, with which you transmitted estimate of cost and sketch map prepared by the Wasco Electric Cooperative, Inc.

As mentioned in your letter to the Wasco Electric Cooperative, Inc., dated July 20, 1962, we will accept the estimated cost of the revision between Stations 483 and 528 as being $2,607.00 with the State's share, on this basis, as being $1,420.82.

You are authorized to proceed with the work, as of this date, reimbursement to be in accordance with the provisions of PPM 30-4.

original To Young
8-9-62

NOTED
R. L. PORTER

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JUL 31 1962
FOR FILING

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6134

July 30, 1962

Oregon State Highway Commission

Gentlemen:

Your approval is requested for the establishment of a 35-mile-per-hour construction speed zone on The Dalles-California Highway between M. P. 6.3 and M. P. 15.4 in Wasco County.

This restriction was placed in effect at 8:00 a.m. on July 25 and is necessary because of highway construction on the Eight Mile Creek-Dufur Section of The Dalles-California Highway.

This matter will be on the agenda for your consideration at the August 9 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

pk hlb

RECEIVED
JUL 31 1962
FOR FILING

6134

July 30, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Eightmile Creek-Dufur Section
The Dalles-California Highway
Wasco County
Project No. EBF-102(10)

Dear Sir:

Herewith are two copies each of the estimate of cost and sketch map prepared by the Wasco Electric Cooperative, Inc., covering adjustments of its facilities on the subject project. Copies of our Staff Attorney's letter were submitted June 14, 1962.

Included also are copies of our Staff Attorney's letter of correction on the power line between Stations 483 and 528, and the percentage which is reimbursable. The estimate has been corrected in accordance with this letter, making the total estimated amount for reimbursement $3,557.65.

Engineering work by the Utility will be by Robert Welty, Consulting Engineer, as approved by your letter of June 25, 1962.

Your approval of the agreement as evidenced above and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

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JUL 26 1962
FOR FILING

F[illegible]

6134

July 24, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering directional signing on the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. EF-102(10).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This work is in accordance with the Special Provisions and was an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra
Enc.

RECEIVED
JUL 23 1962

FOR FILING
6134

July 19, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering State's share of flagging on the Eightmile Cr.-Dufur Section of The Dalles-California Highway in Wasco County, Contract No. 6134, in connection with Federal-Aid Project No. EEF-102(10).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra
Enc.

RECEIVED
JUL 16 1962

FOR FILING
6134

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1962

SUBJECT: Eightmile Creek-Dufur Section
The Dalles-California Highway
Wasco County
Project EBF-102(10)

To:
Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

We refer to paragraph 2 of Mr. A. W. Parsons' memorandum to Mr. Forrest Cooper dated June 29, a copy of which is attached. Mr. A.M. Thomsen, Assistant Manager of the Wasco Electric Cooperative, Inc., assures us that the estimate and sketch map for the adjustment of their facilities on the project will be submitted by July 18, 1962.

The North State Telephone Company has no reimbursable work on the project. We are informed by the Oregon Telephone Company, Mt. Vernon, Oregon, which maintains the North State Telephone Company lines, that a portion of the cable necessary for the required adjustment is on hand and that the work will start the first of next week.

F. D. Morgan
Construction Engineer

By
T. W. Litchfield
Utilities Liaison Engineer

NOTED
R. L. PORTER

FWS:fp

cc C. H. Maison
L. H. Young
J. W. Nash
Dean Swift
Lowell Stratton

RECEIVED
JUL 13 1962
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUL 3 1962
FOR FILING

6134

477 Cottage Street N.E.
Salem, Oregon

June 29, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project EBF-102(10), Eightmile Creek-Dufur Section
The Dalles-California Highway

As requested in your letter of today advising that all rights of way or rights of entry for the above project have been acquired, we hereby concur as of this date in award of contract No. 6134 to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $660,643.40 at the June 27, 1962 bid opening.

Our authorization for advertising was given with the understanding that evidence be furnished concerning arrangements being made to accomplish necessary adjustments of public utilities on the project. It is noted that your legal department has contacted the two utilities involved, requesting drawings and estimates needed to complete agreements covering the work. We urge that these agreements be completed promptly to allow adjustments to proceed without interference with highway construction operations.

original To Young
7-3-62

NOTED
R. L. PORTER

RECEIVED
JUL 2 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

ECF-162 (10)

6134

June 29, 1962

Rogers Construction Co.,
11750 NE Glisan Street
Portland 20
Oregon

Gentlemen:

The State Highway Commission on June 29, 1962, awarded to you State Highway Contract No. 6134 for the following project:

Grading-paving the Eightmile Creek-Dufur Section of The Dalles-California Highway in Wasco County.

This award was based on your bid of $660,643.40 which was the low bid submitted to the Commission on June 27, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
JUN 21 1962

FOR FILING
EBF 102(10)

477 Cottage Street N.E.
Salem, Oregon

June 19, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

BY: T. Dec
Asst. Division Engineer

Oregon Project EBF-102(10)
Eightmile Creek-Dufur Section
The Dalles-California Highway

We note that, in our memorandum of June 5, 1962 authorizing advertising of the above project, we failed to include the usual statement required in authorizing bond-financed Federal-aid projects. Therefore, supplementing the June 5 memorandum we now add the following:

"The authorization granted hereunder is subject to the mutual understanding and agreement, (a) that payments of Federal funds for the project that the Bureau of Public Roads may be required to make the State, shall be made at times and in amounts and upon the basis of funds available therefore out of Highway Trust Fund revenues, as determined by the Bureau of Public Roads; (b) that any deferment of payment of Federal funds therefore shall not impose upon the Federal Government a liability for any penalty, interest or other cost attributable to the deferment, and (c) that any increase in the cost of the project to the State resulting from or incurred by reason of such deferment shall be borne in its entirety by the State and shall not be subject to reimbursement, in whole or in part, by the Federal Government."

original To Young
6-21-62

RECEIVED
JUN 8 1962
FOR FILING
EBF-102(10)

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 5, 1962

By:

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

M. E. Martin
Acting Division Engineer

Oregon Project EBF-102(10)
Eightmile Creek-Dufur Section,
The Dalles-California Highway

We have today approved the P. S. and E. documents for the above project. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired and pending receipt of evidence that arrangements are being made for necessary adjustments of public utility facilities affected by this project.

Approval of P. S. and E. documents and authorization to advertise are given with the understanding that you will make any changes found necessary upon completion of our detailed review.

original To Young
6-8-62

FORM E-123X 100M 4-62
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

RECEIVED
1962
FOR FILING

June 1, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Right of Way Status
Eightmile Creek-Dufur Section
The Dalles-California Highway
Grading and Paving

Dear Sir:

All rights of way and rights of entry have been obtained on this project, except for the two files hereafter listed.

File No. 34654	Miller Ranch Co.	$ 8,300
32261	Crawford	1,750
		$10,050

After a complete negotiation, both files are in the Legal Division for processing. We anticipate a Permit of Entry on File No. 32261. However, we are prepared to have filings on both properties no later than June 22.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:sg

cc Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. L. I. Lindas

NOTED
FORREST COOPER

RECEIVED
JUN 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 5 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 1, 1962

SUBJECT: Access Points
Eightmile Creek - Dufur Section
The Dalles - California Highway
Wasco County

To: Mr. R. L. Porter
Assistant State Highway Engineer

Office

Attached is a right of way map upon which are shown the locations of the points of access which will be allowed the various adjacent owners on the above project.

These points have been determined by field inspection conducted by our Right of Way people in conjunction with the Resident Engineer, and have been determined to be the minimum necessary to adequately serve the owners' remaining property. All points of access have been approved by the Division Engineer.

File numbers, names of owners, stations of access, and widths are as follows:

File Number	Name	Engineer's Station	Side of Highway	Width
32258	Ward, Eldon	363+00	Farm Crossing	60 Ft.
		379+00	Westerly	25 Ft.
32260	McClintok, K.	413+00	Westerly	25 Ft.
		443+10	Westerly	25 Ft.
34654	Miller Ranch	524+90	Farm Crossing	60 Ft.
		524+90	Southerly	25 Ft.
		525+00	Farm Crossing	60 Ft.
		525+00	Northerly	25 Ft.
		530+90	Farm Crossing	60 Ft.
		596+90	Westerly	25 Ft.
32261	Crawford, D. A.	600+00	Easterly	25 Ft.

NOTED
R. L. PORTER

NOTED
R. L. PORTER

This line will be appraised and negotiated on the above basis.

L. I. LINDAS
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

DHM:jjm

Attachment

cc Mr. L. I. Lindas

Approved:

____
R. L. Porter

RECEIVED
APR 3 . 1962
FOR FILING

EBF-102(10)

[illegible]

March 8, 1962

agenda
3f-5

County Court of Wasco County
Courthouse
The Dalles, Oregon

Gentlemen:

The State Highway Commission at its meeting on March 2, 1962, adopted a survey concerning improvement of the Eightmile Creek-Dufur Section of The Dalles-California Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 248).

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

RECEIVED
FEB 23 1962
FOR FILING

[illegible]

February 20, 1962

Oregon State Highway Commission

Gentlemen:

The survey for the Eightmile Creek-Dufur Section of The Dalles-California Highway has been completed. No public hearing is necessary. This section is estimated to cost $780,000 and will be financed through the $4,000,000 bond issue authorized by the legislature.

The section is 4.93 miles in length and is as indicated on the attached drawing. It is recommended that you approve this survey and authorize the acquisition of right of way.

This matter will be on the agenda for the March 2 Commission meeting.

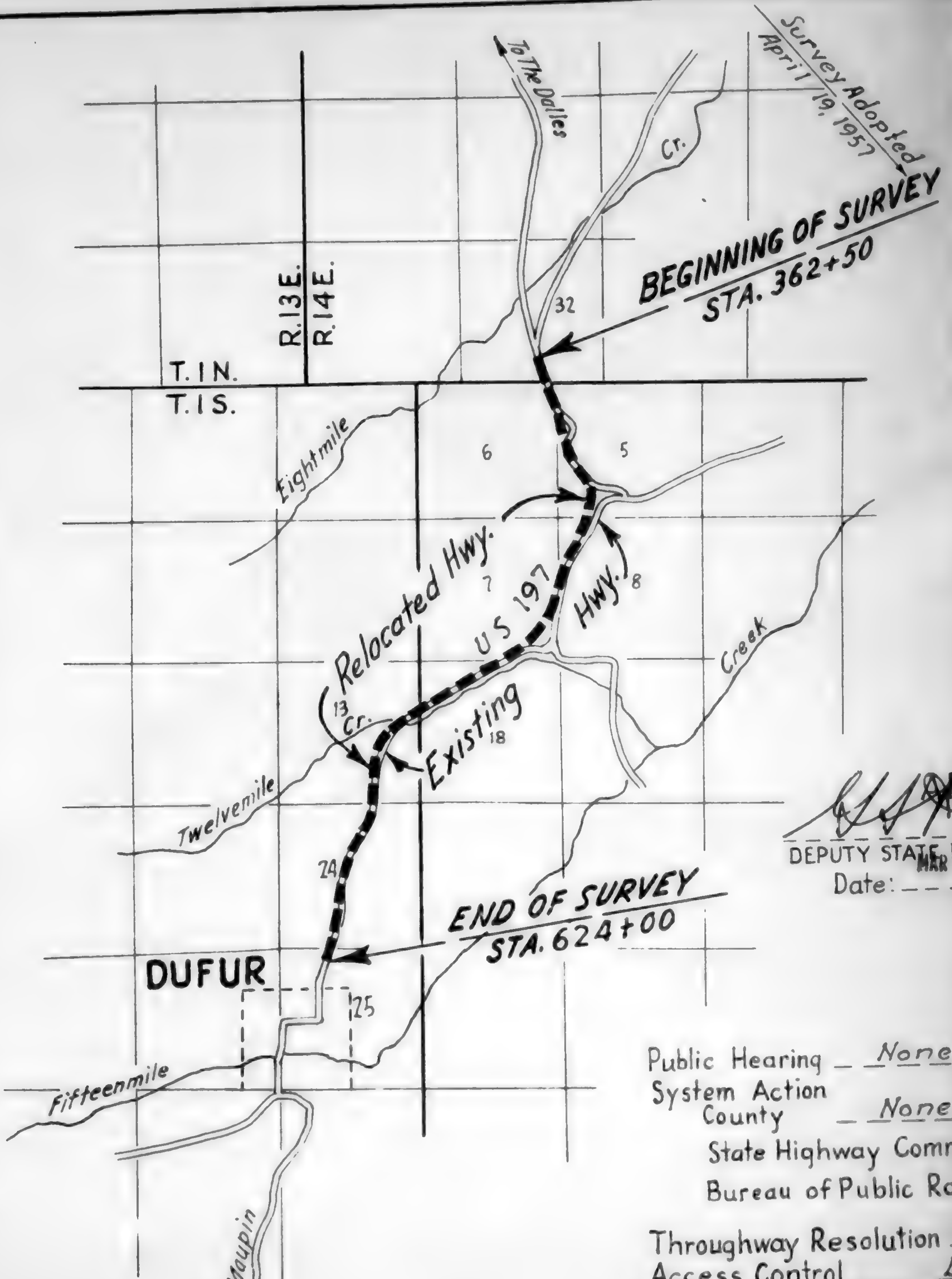
Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

RLP:ajw



APPROVED

DEPUTY STATE HIGHWAY ENG

MAR 2 1962

Date: _ _ _ _ _ _ _

Public Hearing _ _ *None required*

System Action

County _ _ *None required*

State Highway Commission *Non*

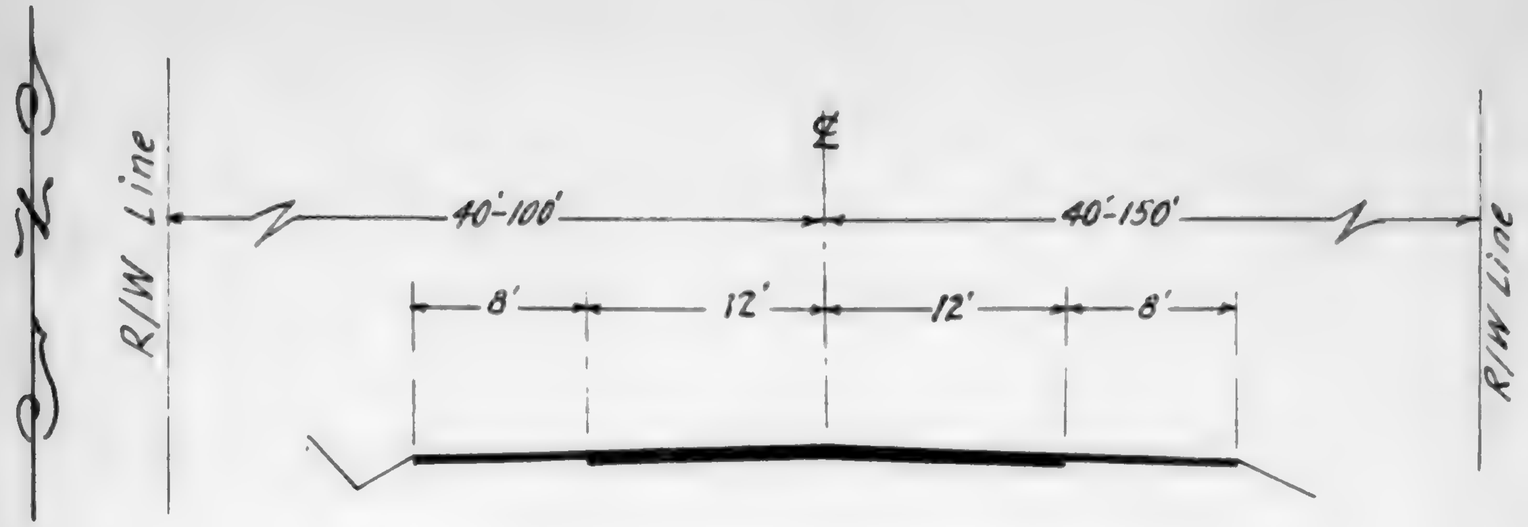
Bureau of Public Roads *None*

Throughway Resolution *None requ*

Access Control _ _ *Limited*

4.95 Mi

Adopted
957
URVEY



Note: Climbing lane provided where necessary

TYPICAL SECTION

APPROVED
Y STATE HIGHWAY ENGINEER
ate: MAR 2 1962

None required
None required
y Commission *None required*
ublic Roads *None required*
olution *None required*
Limited

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

EIGHTMILE CR.-DUFUR SECTION

THE DALLES-CALIFORNIA HIGHWAY

WASCO COUNTY

Scale: 1" = 1 Mile Feb., 1962

DRG. NO. 1R-5-1556

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W. C. WILLIAMS

LOCATION PROSPECTUS
EIGHT MILE CREEK-TYGH GRADE SUMMIT SECTION
THE DALLES-CALIFORNIA HIGHWAY
WASCO COUNTY

The following prospectus is submitted concerning the above-mentioned section of The Dalles-California Highway, which is a State Primary Facility on the Federal-Aid Primary System. This portion of the highway is not on the throughway system. The northerly terminus is one-half mile southerly of Eight Mile Creek Bridge, M.P. 9.0 at the southerly end of The Dalles-Eight Mile Section. The southerly terminus is at the summit of Tygh Grade, M.P. 27.0, which is the northerly terminus of the Tygh Grade-Butler Canyon Section. The total overall length of the project is 18.0 miles.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on revised alignment. The incorporated town of Dufur is on the route of the project.

The general route is westerly of or coincident with the existing facility as far south as Dufur. From Dufur to the end of the project, the proposed alignment lies easterly of and is roughly parallel to the existing highway. Reconnaissance through the general area was made by Waller in 1942. However, the proposed route was not one of the lines studied. Soils investigations will be conducted. Special drainage studies are not required. An economic analysis is not needed at this time.

The existing 1960 ADT is 700 and the projected 1980 ADT is 1,400. Traffic warrants a Class "C" highway with maximum grade and curvature of 6 per cent and 10 degrees respectively. Provisions for climbing lanes will be made where required. The typical section will consist of two 12-foot travel lanes with 8-foot shoulders except through climbing lane areas where the typical section will be three 12-foot travel lanes with a 4-foot shoulder on the climb lane side and an 8-foot shoulder on the opposite side. Shoulders will be paved full width with 1½-inch lift of asphaltic concrete. Through the town of Dufur there will be a 44-foot city street section - two 12-foot travel lanes with 10-foot parking lane and curbs each side. Deviations from State and Federal standards are not anticipated.

The rise and fall and the central angle of the existing facility are 2,633 feet and 2,775 degrees respectively. Rise and fall for the proposed route will approximate the existing; central angle for the proposed alignment will be about 600 degrees.

This will be a highway providing direct access, limited as to location and width and unrestricted as to land use. There are no interchanges, railroad crossings, or major stream crossings.

The tentative base design by G. L. Decker is:

Paving	5" A.C.
Top Course, Base	2" 3/4"-0
Bottom Course, Base	15" Crushed
Total Depth	22"

(Base design subject to change upon completion of soils investigation.)

The paving will be done in stage construction with the top 1½ inches of asphaltic concrete being laid at a future date when conditions warrant. Subgrade width will be computed for eventual full depth of surfacing.

Materials are available locally.

Agreements with the city of Dufur and with Wasco County will be necessary.

There are no State parks or roadside rest areas affected by this project.

August 17, 1961

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
Dean Swift (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
Walter T. Wright (2)

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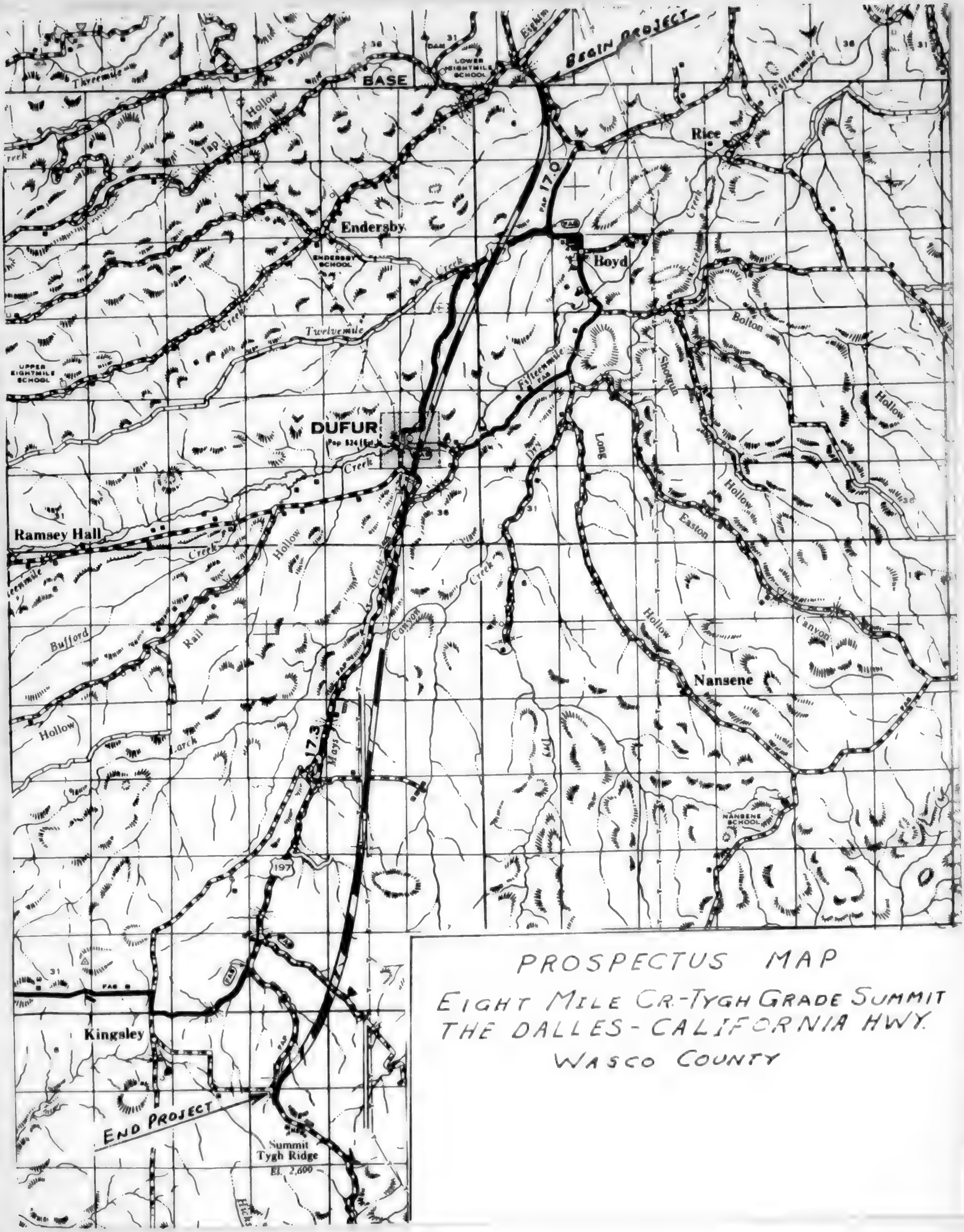
AUG 18 1961
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS MAP
EIGHT MILE CR.-TYGH GRADE SUMMIT
THE DALLES-CALIFORNIA HWY.
WASCO COUNTY

FPF-100(2) Tygh Grade Summit-Tygh Valley 1962
Sec., The Dalles-Calif. Hwy.
#6135 (Grad., Stonebase, Oil.& Struc.)

RECEIVED
SEP 27 1965

STATE COPY

Monthly transaction number FOR FILING 9-109	FC PR-2A (8-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project report number EBF-102(8) 11	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	County Wasco
4135		Project number EBF-102(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 14, 1962, is hereby modified as follows:

Revised estimated total cost of project $ ____________

Revised Federal funds $ ____________

Other revisions

Modified to identify the bond issues for this project.
(See sheet attached).

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 10th day of September, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Klaboe

Assistant State Highway Engineer
(Title)

By ____________

____
(Title)

By ____________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

BOND ISSUES

State Funds for Const.:	Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Bond Indebtedness Laws:	Chap. 381, laws 1961; Chap. 483, laws 1961.
State Funds for Maint.:	Chap. 529, laws 1939.

Oregon Laws Chap. 381, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon Laws Chap. 483, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon State Highway Department

Federal-Aid
Project No. EHF-102(8)

TYGH GRADE SUMMIT-TYGH VALLEY SECTION OF

THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Revised estimate as a basis for modification of project agreement to include the bond maturity dates and amounts.)

Salem, Oregon, July 26, 1965

Type Code 5231
Roadway (Sta. 2082+00 to Sta. 2379+19.35 - 2381+00) (Contract No. 6135)

Clearing and Grubbing	All	Required		$ 55,000.00
Drainage Excavation, Unclass.	2,200	cu.yd.	3.00	6,600.00
General Excavation, Unclass.	1,168,000	cu.yd.	0.76	887,680.00
Embankment Foundation, Unclass.	11,750	cu.yd.	0.40	4,700.00
Short Overhaul	2,567,000	yd.sta.	0.005	12,835.00
Long Overhaul	19,700	C-yd.sta.	0.40	7,880.00
Finishing Roadbed and Slopes	5.87	miles	500.00	2,935.00
Rounding Cutbanks	21,700	l.ft.	0.20	4,340.00
8-inch Corrugated Metal Pipe, Uncoated	100	l.ft.	1.65	165.00
12-inch Corrugated Metal Pipe, Uncoated	270	l.ft.	2.50	675.00
18-inch Corrugated Metal Pipe, Uncoated	620	l.ft.	3.50	2,170.00
24-inch Corrugated Metal Pipe, Uncoated	440	l.ft.	5.25	2,310.00
36-inch Corrugated Metal Pipe, Uncoated	250	l.ft.	10.30	2,575.00
48-inch Corrugated Metal Pipe, Uncoated	90	l.ft.	14.50	1,305.00
48-inch Corrugated Metal Pipe, 8 gage	260	l.ft.	19.75	5,135.00
54-inch Corrugated Metal Pipe, 10 gage	180	l.ft.	21.75	3,915.00
60-inch Corrugated Metal Pipe, Uncoated	160	l.ft.	27.00	4,320.00
36-inch Half Circle Corrugated Metal Pipe, Uncoated	130	l.ft.	7.25	942.50
72-inch Structural Plate Pipe, 12 gage	400	l.ft.	38.00	15,200.00
84-inch Structural Plate Pipe, 12 gage	190	l.ft.	45.00	8,550.00
9'-6" Structural Plate Pipe-Arch, 10 gage	100	l.ft.	58.00	5,800.00
8-inch Perforated Metal Drain Pipe	1,330	l.ft.	1.50	1,995.00
Special Backfill in Drains	210	cu.yd.	10.00	2,100.00
18-inch Culvert End Sections	12	only	30.00	360.00
24-inch Culvert End Sections	12	only	47.00	564.00
36-inch Culvert End Sections	6	only	112.00	672.00
48-inch Culvert End Sections	2	only	225.00	450.00
Class "A" Concrete in Box Culverts	100	cu.yd.	85.00	8,500.00
Metal Reinforcement in Box Culverts	16,000	lbs.	0.15	2,400.00
Concrete Ditch Lining	1,800	sq.yd.	7.50	13,500.00
Metal Guard Rail	22,300	l.ft.	2.35	52,405.00
Guide Posts, PW-1	300	only	7.00	2,100.00
Type 1 Fence	2,800	rods	6.00	16,800.00
Type 2 Fence	40	rods	10.00	400.00
Coarse Crushed Material in Base	98,000	tons	1.10	107,800.00
3/4" - 0 Material in Base	20,000	tons	1.10	22,000.00
Sprinkling	8,050	M-gal.	2.50	20,125.00

Preparation of Base	5.87 miles	200.00	$ 1,174.00
3/4" - 0 Material in Binder Course	1,700 cu.yd.	2.00	3,400.00
Furnishing and Placing Aggregates	9,250 cu.yd.	1.75	16,187.50
MC-250 Asphalt	260 tons	42.00	10,920.00
120-150 Asphalt	730 tons	39.00	28,470.00
RS-1 Asphalt	200 tons	42.00	8,400.00
Extra for Oiling Appraoches	20 only	30.00	600.00
			$1,356,355.00
Flagging (57½% of Contractor's Cost)	All Required		$ 50,000.00
Signing (Temporary)	All Required		400.00
Seeding and Mulching	All Required	1,032.00	1,032.00
Adjust Private Water System	All Required		300.00
			51,732.00

Utilities

Work by Pacific N.W. Bell Tel. Co.	All Required	$ 3,090.00
Work by Wasco Electric Coop.	All Required	1,313.25
Work by Pacific Power & Light Co.	All Required	1,034.32
Work by Deschutes Telephone Co.	All Required	899.63
		$ 6,337.20
	Subtotal	$1,416,424.20
	10% Engr. & Cont.	141,641.80
	Total	$1,558,066.00

Type Code X021
Butler Creek Bridge (Sta. 2343+98 to Sta. 2344+82)(Contract 6135)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	300 cu.yd.	5.00	1,500.00
Structural Excavation Below Elevation Shown	15 cu.yd.	20.00	300.00
Class "A" Concrete (280 cu.yd.)	All Required		21,000.00
Metal Reinforcement (86,700 lbs.)	All Required		10,000.00
8-inch Metal Drain Pipe	25 l.ft.	4.00	100.00
	Subtotal		$ 34,900.00
	10% Engr. & Cont.		3,490.00
	Total		$ 38,390.00

Length of Roadway - - - - - - - - - - - - - 5.613 miles
Length of Structure - - - - - - - - - - - - 0.016 miles
Total Length - - - - - - - - - - - - - 5.629 miles
Cost of Roadway per mile- - - - - - - - - $277,581.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,558,066.00	$ 981,000.00	$ 577,066.00
Structure	38,390.00	24,000.00	14,390.00
	$1,596,456.00	$1,005,000.00	$ 591,456.00

State Funds for Const.: Chap. 175, Laws 1917, Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Bond Indebtedness Laws: Chap. 381, Laws 1961, Chap. 483, Laws 1961.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon Laws Chap. 381, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon Laws Chap. 483, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

TYGH GRADE SUMMIT-TYGH VALLEY SECTION

PROJECT NO. ERF-102(6)

Estimated Cost of Work by the Pacific Northwest Bell Telephone Co.

Labor	$	1,700.00	
Material		735.00	
Equipment		285.00	
Overhead		620.00	
Salvage Credit		-250.00	Credit
	$	3,090.00	

Estimated Cost of Work by the Pacific Power and Light Company

Materials	$	211.68
Labor		512.22
Equipment		61.20
Easement Costs		100.00
Recording Fee		1.50
Contingencies		147.72
Lump Sum	$	1,034.32

Estimated Cost of Work by the Wasco Electric Co-op, Inc.

Install			
Labor	$	463.60	
Material		456.05	
	$	919.65	
Removal Cost		146.95	
Overhead		321.85	
Salvage Credit		-75.20	Credit
	$	1,313.25	
Lump Sum Basis Use	$	1,313.25	

Estimated Cost of Work by Deschutes Telephone Company

Material	$	151.50	
Labor		607.61	
Equipment		104.00	
Accounting, etc.		61.76	
Salvage Credit		-25.24	Credit
Lump Sum Agreement	$	899.63	

Contract 6135

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. RECEIVED AUG 28 1962	FO R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. 6 FOR FILING	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 8-14-62	COUNTY Wasco
		PROJECT NO. EBF-102(8)

EBF-102(8)
6135

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 197, 6.5 mi. N. to 1 mi. N. Tygh Valley

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-23-62	5.629
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,596,456.00	$ 1,005,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________

ASSISTANT State Highway Engineer
(Title)

By ______________________

(Title)

By ______________________

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

BXX A. W. Parsons
(Division Engineer)

L R Backlund

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer August 14, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. EBF-102(8)

TYGH GRADE SUMMIT-TYGH VALLEY SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 1, 1962

Type Code 5231
Roadway (Sta. 2082+00 to Sta. 2379+19.35-2381+00) (Contract No. 6135)

Clearing and Grubbing	All	Required		$ 55,000.00
Drainage Excavation, Unclassified	2,200	cu.yd.	3.00	6,600.00
General Excavation, Unclassified	1,168,000	cu.yd.	0.76	887,680.00
Embankment Foundation, Unclassified	11,750	cu.yd.	0.40	4,700.00
Short Overhaul	2,567,000	yd.sta.	0.005	12,835.00
Long Overhaul	19,700	C-yd.sta.	0.40	7,880.00
Finishing Roadbed and Slopes	5.87	miles	500.00	2,935.00
Rounding Cutbanks	21,700	lin.ft.	0.20	4,340.00
8-Inch Corrugated Metal Pipe, Uncoated	100	lin.ft.	1.65	165.00
12-Inch Corrugated Metal Pipe, Uncoated	270	lin.ft.	2.50	675.00
18-Inch Corrugated Metal Pipe Uncoated	620	lin.ft.	3.50	2,170.00
24-Inch Corrugated Metal Pipe, Uncoated	440	lin.ft.	5.25	2,310.00
36-Inch Corrugated Metal Pipe, Uncoated	250	lin.ft.	10.30	2,575.00
42-Inch Corrugated Metal Pipe, Uncoated	90	lin.ft.	14.50	1,305.00
48-Inch Corrugated Metal Pipe, 8 gage	260	lin.ft.	19.75	5,135.00
54-Inch Corrugated Metal Pipe, 10 gage	180	lin.ft.	21.75	3,915.00
60-Inch Corrugated Metal Pipe, Uncoated	160	lin.ft.	27.00	4,320.00
36-Inch Half Circle Corrugated Metal Pipe, Uncoated	130	lin.ft.	7.25	942.50
72-Inch Structural Plate Pipe, 12 gage	400	lin.ft.	38.00	15,200.00
84-Inch Structural Plate Pipe, 12 gage	190	lin.ft.	45.00	8,550.00
9'-6" Structural Plate Pipe-Arch, 10 Gage	100	lin.ft.	58.00	5,800.00
6-Inch Perforated Metal Drain Pipe	1,330	lin.ft.	1.50	1,995.00
Special Backfill in Drains	210	cu.yd.	10.00	2,100.00
18-Inch Culvert End Sections	12	only	30.00	360.00
24-Inch Culvert End Sections	12	only	47.00	564.00
36-Inch Culvert End Sections	6	only	112.00	672.00
48-Inch Culvert End Sections	2	only	225.00	450.00
Class "A" Concrete in Box Culverts	100	cu.yd.	85.00	8,500.00
Metal Reinforcement in Box Culverts	16,000	lbs.	0.15	2,400.00
Concrete Ditch Lining	1,800	sq.yd.	7.50	13,500.00
Metal Guard Rail	22,300	lin.ft.	2.35	52,405.00
Guide Posts, PW-1	300	only	7.00	2,100.00
Type 1 Fence	2,800	rods	6.00	16,800.00
Type 2 Fence	40	rods	10.00	400.00
Coarse Crushed Material in Base	98,000	tons	1.10	107,800.00
3/4"-0 Material in Base	20,000	tons	1.10	22,000.00
Sprinkling	8,050	M-gal.	2.50	20,125.00

Preparation of Base	5.87 miles	200.00	$1,174.00
3/4"-0 Material in Binder Course	1,700 cu.yd.	2.00	3,400.00
Furnishing and Placing Aggregates	9,250 cu.yd.	1.75	16,187.50
MC-250 Asphalt	260 tons	42.00	10,920.00
120-150 Asphalt	730 tons	39.00	28,470.00
RS-1 Asphalt	200 tons	42.00	8,400.00
Extra for Oiling Approaches	20 only	30.00	600.00
			$1,356,355.00
Flagging (57½% of Contractor's Cost)	All Required		$ 50,000.00
Signing (Temporary)	All Required		400.00
Seeding and Mulching	All Required		1,032.00
Adjust Private Water System	All Required		300.00
			$ 51,732.00
Utilities			
Work by Pacific N.W. Bell Tel Co.	All Required		$ 3,090.00
Work by Wasco Electric Coop.	All Required		1,313.25
Work by Pacific Power & Light Co.	All Required		1,034.32
Work by Deschutes Telephone Co.	All Required		899.63
			$ 6,337.20
	Subtotal		$1,416,424.20
	10% Engr. & Cont.		141,641.80
	Total		$1,558,066.00

Type Code X021
Butler Creek Bridge (Sta. 2343+98 to Sta. 2344+82)(Contract 6135)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	300 cu.yd.	5.00	1,500.00
Structural Excavation Below Elevation Shown	15 cu.yd.	20.00	300.00
Class "A" Concrete (280 cu.yd.)	All Required		21,000.00
Metal Reinforcement (86,700 lbs.)	All Required		10,000.00
8-Inch Metal Drain Pipe	25 lin.ft.	4.00	100.00
	Subtotal		$ 34,900.00
	10% Engr. & Cont.		3,490.00
	Total		$ 38,390.00

Length of Roadway - - - - - - - - - - - - - - - -5.613 miles
Length of Structure - - - - - - - - - - - - - - -0.016 miles
Total Length - - - - - - - - - - - - - - - - - -5.629 miles
Cost of Roadway per Mile- - - - - - - - - - - - -$277,581.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,558,066.00	$ 981,000.00	$ 577,066.00
Structure	38,390.00	24,000.00	14,390.00
	$1,596,456.00	$1,005,000.00	$ 591,456.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953; Chap. 22, laws 1957; Chap. 354, laws 1957; Chap. 381, laws 1961; Chap. 483, laws 1961.

State Funds for Maint: Chap. 529, laws 1939

TYGH GRADE SUMMIT-TYGH VALLEY SECTION

PROJECT NO. SEP-102(8)

Estimated Cost of Work by the Pacific Northwest Bell Telephone Co.:

Labor	$ 1,700.00	
Material	735.00	
Equipment	285.00	
Overhead	620.00	
Salvage Credit	- 250.00	Credit
	$ 3,090.00	

Estimated Cost of Work by the Pacific Power and Light Company:

Materials		$ 211.68
Labor		512.22
Equipment		61.20
Easement Costs		100.00
Recording Fee		1.50
Contingencies		147.72
	Lump Sum	$ 1,034.32

Estimated Cost of Work by the Wasco Electric Co-op., Inc.

Install		
Labor	$ 463.60	
Material	456.05	
	$ 919.65	
Removal Cost	$ 146.95	
Overhead	321.85	
Salvage Credit	- 75.20	Credit
	$ 1,313.25	
Lump Sum Basis Use	$ 1,313.25	

Estimated Cost of Work by Deschutes Telephone Company:

Material	$ 151.50	
Labor	607.61	
Equipment	104.00	
Accounting, etc.	61.76	
Salvage Credit	- 25.24	Credit
Lump Sum Agreement	$ 899.63	

Federal-Aid
Oregon State Highway Department Project No. EBF-102(8)

TYGH GRADE SUMMIT-TYGH VALLEY SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement).

Salem, Oregon, June 6, 1962

Type Code 5231
Roadway (Sta. 2082+00 to Sta. 2379+19.35 = 2381+00)

Clearing and Grubbing	All	Required		$ 12,000.00
Drainage Excavation, Unclassified	2,200	cu.yds.	$3.50	7,700.00
General Excavation, Unclass.	1,168,000	cu.yds.	1.00	1,168,000.00
Embankment Foundation Excav., Unclassified	11,750	cu.yds.	0.60	7,050.00
Short Overhaul	2,567,000	yd.sta.	0.01	25,670.00
Long Overhaul	19,700	C-yd.sta.	0.50	9,850.00
Finishing Roadbed and Slopes	5.87	miles	1200.00	7,044.00
Rounding Cutbanks	21,700	lin.ft.	0.20	4,340.00
8-inch Corrugated Metal Pipe, Uncoated	100	lin.ft.	2.75	275.00
12-inch Corrugated Metal Pipe, Uncoated	270	lin.ft.	3.75	1,012.50
18-inch Corrugated Metal Pipe, Uncoated	620	lin.ft.	5.00	3,100.00
24-inch Corrugated Metal Pipe, Uncoated	440	lin.ft.	7.50	3,300.00
36-inch Corrugated Metal Pipe, Uncoated	250	lin.ft.	14.50	3,625.00
48-inch Corrugated Metal Pipe, Uncoated	90	lin.ft.	25.00	2,250.00
48-inch Corrugated Metal Pipe, Uncoated, 8 Gage	260	lin.ft.	27.50	7,150.00
54-inch Corrugated Metal Pipe, Uncoated, 10 Gage	180	lin.ft.	30.00	5,400.00
60-inch Corrugated Metal Pipe, Uncoated	160	lin.ft.	32.00	5,120.00
36-inch Half-Circle Corrugated Metal Pipe, Uncoated	130	lin.ft.	11.00	1,430.00
72-inch Structural Plate Pipe, 12 Gage	400	lin.ft.	42.00	16,800.00
84-inch Structural Plate Pipe, 12 Gage	190	lin.ft.	50.00	9,500.00
9'-6" Structural Plate Pipe-Arch, 10 Gage	100	lin.ft.	65.00	6,500.00
8-inch Perforated Metal Drain Pipe	1,330	lin.ft.	2.50	3,325.00
Special Backfill in Drains	210	cu.yds.	6.00	1,260.00

18-inch Culvert End Sections	12 only	$45.00	$ 540.00
24-inch Culvert End Sections	12 only	65.00	780.00
36-inch Culvert End Sections	6 only	160.00	960.00
48-inch Culvert End Sections	2 only	250.00	500.00
Class "A" Concrete in Box Culverts	100 cu.yds.	55.00	5,500.00
Metal Reinforcement in Box Culverts	16,000 lbs.	0.15	2,400.00
Concrete Ditch Lining	1,800 sq.yds.	6.00	10,800.00
Metal Guard Rail	22,300 lin.ft.	2.75	61,325.00
Guide Posts, PW-1	300 only	8.00	2,400.00
Type 1 Fence	2,800 rods	6.50	18,200.00
Type 2 Fence	40 rods	7.00	280.00
Coarse Crushed Material in Base	98,000 tons	1.35	132,300.00
3/4" - 0 Material in Base	20,000 tons	1.50	30,000.00
Sprinkling	8,050 M-gal.	3.00	24,150.00
Preparation of Base	5.87 miles	400.00	2,348.00
3/4" - 0 Material in Binder Course	1,700 cu.yds.	3.75	6,375.00
Furnishing and Placing Aggregates	9,250 cu.yds.	3.75	34,687.50
MC-250 Asphalt	260 tons	48.00	12,480.00
120-150 Asphalt	730 tons	46.00	33,580.00
RS-1 Asphalt	200 tons	48.00	9,600.00
Extra for Oiling Approaches	20 only	30.00	600.00
			$1,701,507.00
Flagging (57½% of Contractor's Cost)	All Required		$ 50,000.00
Signing (Temporary)	All Required		400.00
Seeding and Mulching	All Required		1,032.00
Adjust Private Water System	All Required		300.00
			$ 51,732.00
Utilities			
Work by Pacific Tel. & Tel. Co.	All Required		$ 9,600.00
Work by Wasco Electric Co-op.	All Required		400.00
Work by Pacific Power & Light Co.	All Required		1,200.00
Work by Deschutes Telephone Co.	All Required		1,100.00
			$ 12,300.00
	Subtotal		$1,765,539.00
	10% Engr. & Cont.		176,553.00
	Total		$1,942,092.00

Type Code X021
Butler Creek Bridge (Sta. 2343+98 to Sta. 2344+82)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	300 cu.yds.	$7.00	2,100.00
Structural Excavation Below Elevation Shown	15 cu.yds.	8.00	120.00
Class "A" Concrete (280 cu.yds. at $80.00)	All Required		22,400.00

Metal Reinforcement (86,700 lbs. at $0.135)	All Required		$ 11,704.50
8-inch Metal Drain Pipe	25 lin.ft.	$4.00	100.00
	Subtotal		$ 38,424.50
	10% Engr. & Cont.		3,841.50
	Total		$ 42,266.00

Length of Roadway - - - - -	5.613 Miles
Length of Structure - - - -	0.016 Mile
Total Length- - - - - - - -	5.629 Miles
Cost of Roadway Per Mile- -	$345,567.97

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,942,092.00	$1,223,000.00	$719,092.00
Structure	42,266.00	26,000.00	16,266.00
	$1,984,358.00	$1,249,000.00	$735,358.00

Federal-Aid
Project No. EBF-102(8)

Oregon State Highway Department

TYGH GRADE SUMMIT-TYGH VALLEY SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 31, 1962

Type Code 5231
Roadway (Sta. 2082+00 to Sta. 2379+19.35 = 2381+00)

Clearing and Grubbing	All	Required		$ 12,000.00
Drainage Excavation, Unclassified	2,200	cu.yds.	$3.50	7,700.00
General Excavation, Unclassified	1,168,000	cu.yds.	1.00	1,168,000.00
Embankment Foundation, Unclass.	11,750	cu.yds.	0.60	7,050.00
Short Overhaul	2,567,000	yd.sta.	0.01	25,670.00
Long Overhaul	19,700	C-yd.sta.	0.50	9,850.00
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Rounding Cutbanks	21,700	lin.ft.	0.20	4,340.00
8-inch Corrugated Metal Pipe, Uncoated	100	lin.ft.	2.75	275.00
12-inch Corrugated Metal Pipe, Uncoated	270	lin.ft.	3.75	1,012.50
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48-inch Corrugated Metal Pipe, 8 Gage	260	lin.ft.	27.50	7,150.00
54-inch Corrugated Metal Pipe, 10 Gage	180	lin.ft.	30.00	5,400.00
60-inch Corrugated Metal Pipe, Uncoated	160	lin.ft.	32.00	5,120.00
36-inch Half-Circle Corrugated Metal Pipe, Uncoated	130	lin.ft.	11.00	1,430.00
72-inch Structural Plate Pipe, 12 Gage	400	lin.ft.	42.00	16,800.00
84-inch Structural Plate Pipe, 12 Gage	190	lin.ft.	50.00	9,500.00
9'-6" Structural Plate Pipe-Arch, 10 Gage	100	lin.ft.	65.00	6,500.00
8-inch Perforated Metal Drain Pipe	1,330	lin.ft.	2.50	3,325.00
Special Backfill in Drains	210	cu.yds.	6.00	1,260.00
18-inch Culvert End Sections	12	only	45.00	540.00
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36-inch Culvert End Sections	6	only	160.00	960.00
48-inch Culvert End Sections	2	only	250.00	500.00

Class "A" Concrete in Box Culverts	100	cu.yds.	$55.00	$ 5,500.00
Metal Reinforcement in Box Culverts	16,000	lbs.	0.15	2,400.00
Concrete Ditch Lining	1,800	sq.yds.	6.00	10,800.00
Metal Guard Rail	22,300	lin.ft.	2.75	61,325.00
Guide Posts, FW-1	300	only	8.00	2,400.00
Type 1 Fence	2,800	rods	6.50	18,200.00
Type 2 Fence	40	rods	7.00	280.00
Coarse Crushed Material in Base	98,000	tons	1.35	132,300.00
3/4" - 0 Material in Base	20,000	tons	1.50	30,000.00
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120-150 Asphalt	730	tons	46.00	33,580.00
RS-1 Asphalt	200	tons	48.00	9,600.00
Extra for Oiling Approaches	20	only	30.00	600.00
				$1,701,507.00

Flagging (57½% of Contractor's Cost)	All Required	$ 50,000.00
Signing (Temporary)	All Required	400.00
Seeding and Mulching	All Required	1,032.00
Adjust Private Water System	All Required	300.00
		$ 51,732.00

Utilities

Work by Pacific Tel. & Tel. Co.	All Required	$ 9,600.00
Work by Wasco Electric Coop.	All Required	400.00
Work by Pacific Power & Light Co.	All Required	1,200.00
Work by Deschutes Telephone Co.	All Required	1,100.00
		$ 12,300.00

Subtotal	$1,765,539.00
10% Engr. & Cont.	176,553.00
Total	$1,942,092.00

Type Code X021

Butler Creek Bridge (Sta. 2343+98 to Sta. 2344+82)

Shoring, Cribbing, etc.	All Required			$ 2,000.00
Structural Excavation	300	cu.yds.	$7.00	2,100.00
Structural Excavation Below Elevation Shown	15	cu.yds.	8.00	120.00
Class "A" Concrete (280 cu.yds. at $80.00)	All Required			22,400.00
Metal Reinforcement (83,700 lbs. at $0.135)	All Required			11,299.50
8-inch Metal Drain Pipe	25	lin.ft.	4.00	100.00

Subtotal	$ 38,019.50
10% Engr. & Cont.	3,801.50
Total	$ 41,821.00

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 6091 Ends with: Contract# 6135

FLASH CARDS: Begins every Contract

Remarks: #6135 continues on reel 111

Reel No. 110 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 14 day of April, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm